

This Instrument Prepared By
 Edgar M. Moore
 Of Peoples, Earl, Smith,
 Moore & Blank
 Professional Association
 P. O. Box 1159
 Tallahassee, Florida 32302

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THIS INDENTURE made this 6th day of *March*

1982 between MARY JANE MACLAY, residing at 9843 Sagamore Road, Leawood, Kansas 66206, and ALFRED BARMORE MACLAY III, residing at 121 Long View Road, Evergreen, Colorado 80439, Co-trustees of the Trust under Article Fifth of the Last Will and Testament of Alfred B. MaClay, Jr., Deceased, party of the first part, and BOBBIN BROOK LTD., a limited partnership organized and existing under the laws of the State of Florida, having an office at 2027 Thomasville Road, Tallahassee, Florida 32302, party of the second part.

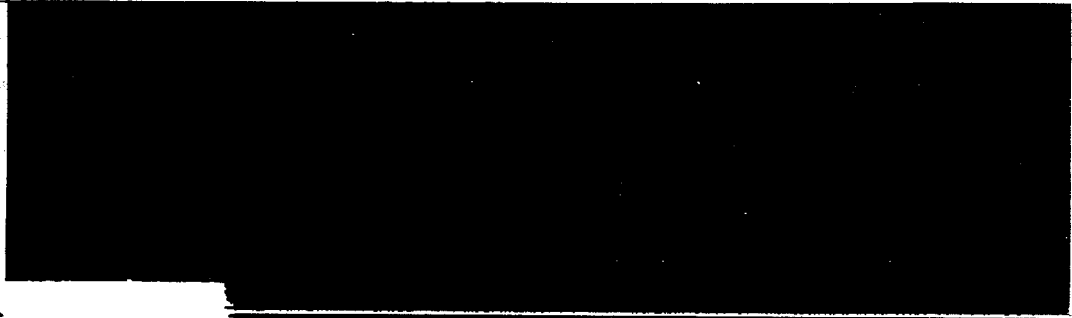
W I T N E S S E T H :

573007
 RECORDED IN THE PUBLIC
 RECORDS OF LEON CO. FLA.
 MAR 23 11 49 AM 1982
 PAUL F. HARTFIELD
 CLERK OF CIRCUIT COURT

That the said party of the first part, for and in consideration of the sum of SIX HUNDRED NINETY-TWO THOUSAND SIX HUNDRED SIXTY-SEVEN AND 25/100 (\$692,667.25) DOLLARS to them in hand paid by the party of the second part (of which \$285,000.00 has been paid in cash and the balance of \$407,667.25 by the party of the second part executing and delivering a note in that amount to the party of the first part), the receipt whereof is hereby acknowledged, does hereby grant, bargain, and sell to the said party of the second part, its heirs and assigns forever,

ALL that certain plot, piece or parcel of land, situate, lying and being in the County of Leon, State of Florida, bounded and described as set forth on Exhibit A annexed hereto and made a part hereof,

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads



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abutting the above described premises; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its heirs and assigns forever.

AND the said party of the first part does hereby fully warrant the title to said premises and will defend the same against the lawful claims of all persons whomsoever.

EXCEPT WITH RESPECT TO:

(a) Any state of facts shown on the survey of the Premises performed by Broward Davis & Assoc., Inc. dated December 30, 1981, providing said facts do not render title unmarketable;

(b) Building, zoning, and subdivision laws, regulations, ordinances and restrictions now in force or effective as of the date of the delivery hereof, adopted and imposed by any federal, state, county or municipal authority, board or bureau having jurisdiction of the Premises;

(c) Rights, if any, relating to the construction and maintenance in connection with any public utility, of wires, poles, pipes, conduits and appurtenances thereto, on, under, or across the Premises;

(d) Any state of facts a personal inspection of the Premises might reveal;

(e) Real estate taxes for the year in which this conveyance shall occur which are not yet due but for which there may be a lien against the Premises; and

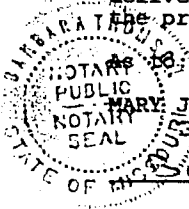
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(f) The restrictive covenants set forth on Exhibit B annexed hereto and made a part hereof.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:



MARY JANE MACLAY
-6-82
Barbara Thomas

8-29-84

Jan E. Potter

Mary Jane MacLay
MARY JANE MACLAY

Alfred Barmore MacLay III
ALFRED BARMORE MACLAY III

ALFRED BARMORE MACLAY III

Margaret Spencer

Maeos Davis

216303
JAN 20 1985

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
MAR 27 1984
417.25

FLORIDA
STAMP TAX
900.00

FLORIDA
STAMP TAX
900.00

FLORIDA
STAMP TAX
900.00

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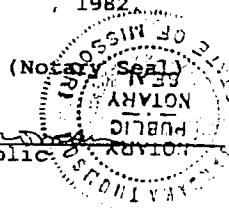
STATE OF MISSOURI)
COUNTY OF Jackson) ss.:

I hereby certify that on this day before me an officer, duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared MARY JANE MACLAY to me known and known to be the person described in and who executed the foregoing instrument as Co-trustee of the Trust under Article Fifth of the Last Will and Testament of Alfred B. MaClay, Jr., and she acknowledged before me that she executed the same as such Trustee.

WITNESS, my hand and official seal in the county and State last aforesaid this 6 day of March, 1982

My commission expires: 8-24-84

Barbara Thomas
Notary Public



STATE OF COLORADO)
COUNTY OF DENVER) ss.:

I hereby certify that on this day before me an officer, duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared ALFRED B. MACLAY, JR. to me known and known to be the person described in and who executed the foregoing instrument individually and as Co-trustee of the Trust under Article Fifth of the Last Will and Testament of Alfred B. MaClay, Jr., and he acknowledged before me that he executed the same as such Trustee.

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WITNESS, my hand and official seal in the county and
State last aforesaid this 10 day of March, 1982.

My commission expires:
May 2, 1982

Margaret Spencer
Notary Public

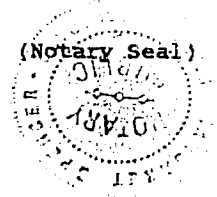


EXHIBIT A

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Parcel A

Begin at a concrete monument on the South right of way boundary of a 66 foot roadway (Maclay Road) marking the North Quarter Corner of Section 6, Township 1 North, Range 1 East, Leon County, Florida, and run South 89 degrees 49 minutes 35 seconds East along said south right of way boundary 916.52 feet to a concrete monument marking a point of curve to the right, thence along said right of way curve with a radius of 1140.25 feet, through a central angle of 23 degrees 17 minutes 53 seconds, for an arc distance of 463.66 feet to a concrete monument, thence South 05 degrees 25 minutes 40 seconds West 547.33 feet to a concrete monument, thence South 54 degrees 38 minutes 53 seconds East 436.89 feet to a concrete monument, thence South 00 degrees 21 minutes 07 seconds West 3100.00 feet to a concrete monument on the South boundary of the North Half of the Southeast Quarter of said Section 6, thence South 89 degrees 56 minutes 11 seconds West along said South boundary 321.32 feet to a concrete monument, thence North 89 degrees 32 minutes 34 seconds West along said South boundary 1323.64 feet to a terra cotta monument on the West boundary of the East Half of said Section 6, thence North 00 degrees 06 minutes 45 seconds West (bearing base) along said West boundary and along the East boundary of Bobbin Mill Woods, a subdivision as recorded in Plat Book 7, Page 26 of the Public Records of Leon County, Florida, and a projection thereof a distance of 3984.53 feet to the POINT OF BEGINNING; containing 145.90 acres, more or less.

Parcel B

Commence at a concrete monument on the South right of way boundary of a 66 foot roadway (Maclay Road) marking the North Quarter Corner of Section 6, Township 1 North, Range 1 East, Leon County, Florida, and run South 89 degrees 49 minutes 35 seconds East along said South right of way boundary 916.52 feet to a concrete monument marking a point of curve to the right, thence along said right of way curve with a radius of 1140.25 feet, through a central angle of 23 degrees 17 minutes 53 seconds, for an arc distance of 463.66 feet to a concrete monument for the POINT OF BEGINNING. From said POINT OF BEGINNING run South 66 degrees 31 minutes 37 seconds East along said Southerly right of way boundary 1272.50 feet to a concrete monument on the Westerly boundary of a 100 foot City of Tallahassee Powerline Easement as recorded in Official Records Book 639, Page 344 and 345 of the Public Records of Leon County, Florida, thence South 00 degrees 23 minutes 58 seconds East along said Westerly boundary and along a line 100 feet West of and parallel with the East boundary of

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said Section 6 a distance of 3389.82 feet to a concrete monument on the South boundary of the North Half of the Southeast Quarter of said Section 6, thence South 89 degrees 56 minutes 11 seconds West along said South boundary 905.31 feet to a concrete monument, thence North 00 degrees 21 minutes 07 seconds East 3100.00 feet to a concrete monument, thence North 54 degrees 38 minutes 53 seconds West 436.89 feet to a concrete monument, thence North 05 degrees 25 minutes 40 seconds East 547.33 feet to the POINT OF BEGINNING; containing 77.15 acres, more or less.

Parcel A also includes the following described parcel of land (called herein "Parcel C") on which a private roadway is intended to be constructed:

Parcel C

Commence at a concrete monument on the South right of way boundary of a 66 foot roadway (Maclay Road) marking the North Quarter Corner of Section 6, Township 1 North, Range 1 East, Leon County, Florida, and run South 89 degrees 49 minutes 35 seconds East along said South right of way boundary 270.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 49 minutes 35 seconds East along said South right of way boundary 160.00 feet to a point lying on a curve concave to the South, thence from a tangent bearing of North 89 degrees 49 minutes 35 seconds West run Westerly and Southerly along said curve with a radius of 30.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 47.12 feet, thence South 00 degrees 10 minutes 25 seconds West 199.85 feet to a point of curve to the left, thence along said curve with a radius of 311.64 feet, through a central angle of 26 degrees 03 minutes 29 seconds, for an arc distance of 141.73 feet to a point of reverse curve to the right, thence along said curve with a radius of 554.54 feet, through a central angle of 25 degrees 46 minutes 19 seconds, for an arc distance of 249.43 feet, thence South 00 degrees 06 minutes 45 seconds East 32.78 feet to a point of curve to the right, thence along said curve with a radius of 347.38 feet, through a central angle of 37 degrees 19 minutes 58 seconds, for an arc distance of 226.35 feet to a point of reverse curve to the left, thence along said curve with a radius of 473.20 feet, through a central angle of 82 degrees 19 minutes 58 seconds, for an arc distance of 679.98 feet, thence South 45 degrees 06 minutes 45 seconds East 240.00 feet to a point of curve to the left, thence along said curve with a radius of 30.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 47.12 feet, thence North 44 degrees 53 minutes 15 seconds East 598.38 feet to a point of curve to the right, thence along said curve with a radius of 322.71 feet, through a central angle of 73 degrees 32 minutes 16 seconds, for an arc distance of 414.19 feet to a point lying on a curve concave to the Southeasterly, thence from a tangent bearing

of North 68 degrees 56 minute 30 seconds East run Easterly, Southerly, Westerly and Northwesterly along said curve with a radius of 50.00 feet, through a central angle of 286 degrees 03 minutes 30 seconds, for an arc distance of 249.63 feet to a point lying on a curve concave to the Southwesterly, thence from a tangent bearing of North 62 degrees 23 minutes 03 seconds West run Westerly along said curve with a radius of 262.71 feet, through a central angle of 72 degrees 43 minutes 42 seconds, for an arc distance of 333.47 feet, thence South 44 degrees 53 minutes 15 seconds West 678.00 feet to a point of curve to the left, thence along said curve with a radius of 320.06 feet, through a central angle of 45 degrees 00 minutes 00 seconds, for an arc distance of 251.38 feet, thence South 00 degrees 06 minutes 45 seconds East 130.00 feet to a point of curve to the left, thence along said curve with a radius of 30.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 47.12 feet, thence North 89 degrees 53 minutes 15 seconds East 467.72 feet to a point of curve to the right, thence along said curve with a radius of 280.00 feet, through a central angle of 20 degrees 07 minutes 10 seconds, for an arc distance of 98.32 feet to a point of reverse curve to the left, thence along said curve with a radius of 30.00 feet, through a central angle of 84 degrees 24 minutes 18 seconds, for an arc distance of 44.19 feet, thence North 25 degrees 36 minutes 07 seconds East 224.10 feet to a point lying on a curve concave to the Northeasterly, thence from a tangent bearing of North 27 degrees 31 minutes 42 seconds West run Northerly, Easterly, Southerly and Southwesterly along said curve with a radius of 50.00 feet, through a central angle of 286 degrees 15 minutes 36 seconds, for an arc distance of 249.81 feet, thence South 25 degrees 36 minutes 07 seconds West 235.91 feet to a point of curve to the left, thence along said curve with radius of 30.00 feet, through a central angle of 73 degrees 09 minutes 57 seconds, for an arc distance of 38.31 feet to a point of reverse curve to the right, thence along said curve with a radius of 280.00 feet, through a central angle of 62 degrees 42 minutes 05 seconds, for an arc distance of 306.42 feet, thence South 15 degrees 08 minutes 15 seconds West 87.72 feet to a point of curve to the left, thence along said curve with a radius of 357.34 feet, through a central angle of 28 degrees 57 minutes 07 seconds, for an arc distance of 180.57 feet, thence South 13 degrees 48 minutes 52 seconds East 260.00 feet to a point lying on a curve concave to the Southwesterly, thence from a tangent bearing of South 66 degrees 56 minutes 40 seconds East run Southerly, Westerly and Northerly along said curve with a radius of 50.00 feet, through a central angle of 286 degrees 15 minutes 36 seconds, for an arc distance of 249.81 feet, thence North 13 degrees 48 minutes 52 seconds West 260.00 feet to a point of curve to the right, thence along said curve with a radius of 417.34 feet, through a central angle of 28 degrees 57 minutes 07 seconds, for an arc distance of 210.89 feet, thence North 15 degrees 08 minutes 15 seconds East 87.72 feet to a point of curve to the left, thence along said curve with a radius of 220.00 feet, through a central angle of 105 degrees 15 minutes 00 seconds, for an arc distance of 404.13 feet, thence South 89 degrees 53 minutes 15 seconds West 467.72 feet to a point of curve to the left, thence along said curve with a radius of 30.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 47.12 feet, thence South 00 degrees 06 minutes 45 seconds East 992.47 feet to a point of curve to the

left, thence along said curve with a radius of 220.00 feet, through a central angle of 89 degrees 25 minutes 49 seconds, for an arc distance of 343.39 feet, thence South 89 degrees 32 minutes 34 seconds East 682.47 feet to a point lying on a curve concave to the Southeasterly, thence from a tangent bearing of North 37 degrees 19 minutes 37 seconds East run Easterly, Southerly, and Westerly along said curve with a radius of 50.00 feet, through a central angle of 286 degrees 15 minutes 36 seconds, for an arc distance of 249.81 feet, thence North 89 degrees 32 minutes 34 seconds West 682.47 feet to a point of curve to the right, thence along said curve with a radius of 280.00 feet, through a central angle of 89 degrees 25 minutes 49 seconds, for an arc distance of 437.04 feet, thence North 00 degrees 06 minutes 45 seconds West 1242.47 feet to a point of curve to the right, thence along said curve with a radius of 380.06 feet, through a central angle of 39 degrees 20 minutes 53 seconds, for an arc distance of 261.01 feet to a point of reverse curve to the left, thence along said curve with a radius of 30.00 feet, through a central angle of 84 degrees 20 minutes 53 seconds, for an arc distance of 44.16 feet, thence North 45 degrees 06 minutes 45 seconds West 241.99 feet to a point of curve to the right, thence along said curve with a radius of 533.20 feet, through a central angle of 82 degrees 19 minutes 58 seconds, for an arc distance of 766.20 feet to a point of reverse curve to the left, thence along said curve with a radius of 287.38 feet, through a central angle of 37 degrees 19 minutes 58 seconds, for an arc distance of 187.25 feet, thence North 00 degrees 06 minutes 45 seconds West 32.78 feet to a point of curve to the left, thence along said curve with a radius of 494.54 feet, through a central angle of 25 degrees 46 minutes 19 seconds, for an arc distance of 222.45 feet, thence North 25 degrees 53 minutes 04 seconds West 86.43 feet to a point of curve to the right, thence along said curve with a radius of 391.64 feet, through a central angle of 26 degrees 03 minutes 29 seconds, for an arc distance of 178.12 feet, thence North 00 degrees 10 minutes 25 seconds East 113.42 feet to a point of curve to the left, thence along said curve with a radius of 30.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 47.12 feet to the POINT OF BEGINNING; containing 10.95 acres, more or less.

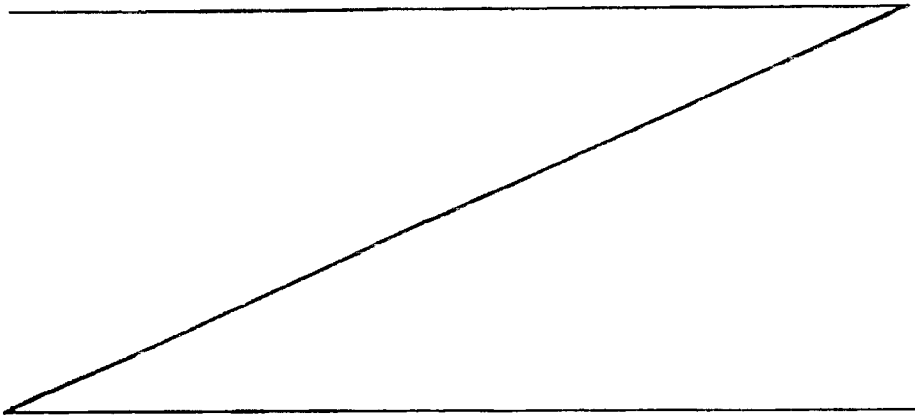


EXHIBIT B

RESTRICTIVE COVENANTS
MACLAY PROPERTY

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The following covenants and restrictions are imposed by the parties of the first part on the land conveyed herein, and shall run with the land and be binding upon the parties of the second part and all persons claiming by and through or under them until the 1st day of January, 2075, after which said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of three-fourths of the then owners (each parcel conveyed by grantee herein shall be entitled to one [1] vote) of all of said property it has been agreed to remove said covenants in whole or in part. If the parties of the second part, their heirs or assigns, or any person claiming by, through or under them shall violate or attempt to violate any of the covenants herein, it shall be lawful for the parties of the first part, or their heirs, successors or assigns, or any person or persons owning real estate embraced within said description to prosecute a proceeding at law or in equity against the person or persons violating or attempting to violate such covenant and either prevent such person or persons from violating such covenant or to recover damages for such violation.

Invalidation of any of these covenants by judgment, court order or otherwise shall in no wise affect any of the other provisions, all of which not so invalidated shall remain in full force and effect.

1. The term "parcel", as used herein, shall mean each individual conveyance made by grantee of a portion of the real property described herein, each of said individual conveyances being not less than 1.5 acres; provided however, if any such conveyance by grantee is of eight (8) acres or more, such "parcel" may be further divided by grantee's successor in interest into not more than four (4) parcels, each of which shall be not less than 1.5 acres and each of which shall have not less than 200 feet frontage on the private roadway described herein. In the aggregate, said parcels constitute the real property conveyed hereby. "Front parcel line" as used herein means that portion of any parcel abutting the private roadway (Parcel C described herein). The owner of a corner parcel may designate either portion of the parcel which abuts the roadway as the front parcel line.

2. The property herein conveyed shall be used for residential purposes only. No buildings shall be erected, altered, placed or permitted to remain on any parcel as defined herein other than one detached, single-family dwelling, not to exceed 2½ stories in height, along with usual and customary out buildings, not limited to but including stables, pump houses, barns and similar structures. When the construction of any building is once begun, work thereon shall be prosecuted diligently until the full completion thereof. The residence must be completed after the start of the first construction upon each parcel, unless such completion is rendered impossible as a direct result of strikes, fire, national emergencies or natural calamities.

3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any parcel at any time as a residence, either temporarily or permanently. All dwellings shall be erected facing the front of the building parcel.

4. No noxious or offensive activity shall be carried on or upon any parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No utility trailers, boat trailers or similar equipment shall be parked or maintained on the private roadway.

5. The ground floor area of any residence erected on any parcel, exclusive of one story porches and garages, shall be not less than 2,250 square feet of heated living area for a one story residence, nor less than 1,200 square feet of heated living area for the ground level of a dwelling of more than one story. In the event any structure contains more than one story, the ground floor area must be completely finished as a living area and at least 750 square feet on the second floor area must be completely finished as a living area.

6. No residence shall be located on any parcel nearer than 75 feet to the private roadway easement boundary (except with respect to a corner lot in which event the non-front parcel set-back shall be fifty (50) feet from that easement boundary) or nearer than 50 feet to the rear parcel line. No residence shall be erected nearer than 25 feet to any interior parcel line, nor shall any other structure be permitted on said parcel within 25 feet of any parcel line.

7. That part of Parcel A (less and except the Parcel C portion) 50 feet in width and paralleling the South boundary of Maclay Road is established as a "green belt" area. No structure of any kind or description shall be located upon the green belt area (nor shall such area be used for access to Maclay Road) and the vegetation now existing shall be maintained in a natural condition. Nothing herein contained shall prevent the addition of vegetation to the green belt area.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose; provided further that any single parcel containing three or more acres may have one horse for each three acres in such parcel, provided they are not kept, bred or maintained for any commercial purpose.

9. No dwelling or other outbuilding shall be erected upon the premises so that the garage entrance faces the front of the building parcel.

10. No sign of any kind shall be displayed to the public view on any parcel except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.

EXHIBIT B (Page 3)

11. No mercury vapor lamp or other security light may be erected or maintained within fifty (50) feet of the roadway.

12. The owner of each parcel, as herein defined, acknowledges that a portion of such parcel is subject to a non-exclusive easement for ingress and egress and installation of utilities. The owner of each such parcel, by acceptance of the deed therefor, covenants and agrees to pay assessments or charges which shall be used exclusively for the maintenance, improvement (which shall include landscaping, signs, and light fixtures, and utility charges therefor, located within said easement area) and payment of taxes on the roadways erected over and across such easement area. Such assessment shall be fixed, established and collected in the amount and at the time determined by a majority vote of the owners of the parcels included within the real property described. Each parcel conveyed by grantee shall be entitled to one (1) vote and grantee shall be entitled to one (1) vote for each one and one-half (1.5) acres retained by grantee. The assessment shall be divided prorata according to the number of parcels, including a proration based upon one (1) parcel for each one and one-half (1.5) acres retained by grantee. The assessments together with interest and the costs of collection, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest and costs of collection as hereinafter provided, shall also be the personal obligation of the person or persons who is the then owner of such property at the time the assessment became due. Any person entitled to vote in the assessment proceeding as herein set forth may propose an assessment and initiate a vote thereon, by submission of a proposed assessment by certified mail to all persons entitled to vote thereon. Any such proposal and the assessments authorized hereby are, and shall be, limited to such funds required to maintain the roadway described herein. No such assessment shall be valid unless approved in writing by a majority of those entitled to vote thereon.

If any such assessment is not paid on the date due, same shall be delinquent and shall, together with interest and costs of collection as hereinafter provided, become a continuing lien on the property which will bind such property and the hands of the then owner, their heirs, successors, personal representatives and assigns. If the assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from date of delinquency at the rate of fifteen percent (15%) per annum, and the remaining property owners, or any one of them on behalf of the remaining property owners, may bring an action at law against the person obligated to pay the same or to foreclose the lien against the property. There shall be added to the amount of such assessment, interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the court, together with costs of the action.

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The lien of the assessment provided for herein shall be subordinate to the lien of a first mortgage now or hereafter placed upon the properties, and any extensions, consolidations, or modifications thereof. This subordination shall not relieve such property from liability for any assessment now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any such first mortgage and any extensions, consolidations, or modifications thereof, irrespective of the time any such first mortgage, extension, consolidation or modification thereof is executed or recorded.

