

SECTIONS 20, 29 & 30 TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCOLA COUNTY, FLORIDA
BEING IN PART A REPLAT OF PORTION OF GOLF COURSE TRACT-2
BIRCHWOOD GOLF COURSE AS FILED AND RECORDED IN PLAT BOOK 15, PAGES 139 THRU 151
BEING IN PART A REPLAT OF GOLF MAINTENANCE TRACT 1
AS FILED AND RECORDED IN PLAT BOOK 19, PAGES 128 & 129
ALL OF THE PUBLIC RECORDS OF OSCOLA COUNTY, FLORIDA.

1. Bearings are based upon the easterly line of the plat of Birchwood Neighborhoods B & C as filed and recorded in Plat Book 14, Pages 67 thru 73 of the Public Records of Osceola County, Florida being S15°16'23"E (AS SHOWN).

2. NOTICE

There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

The Partnership and the MCDD further grant by means of this plat the following non-exclusive private or public easements shown hereon for the uses set forth below:

A. Unless expressly and specifically provided otherwise, all easements described on this plot are jointly or severally assignments. With respect to an easement described as or resulting from an assignment, unless expressly and specifically provided otherwise, the right is hereby granted to the Partnership and the HCOO (if specifically authorized by the plot, instrument of grant or assignment) to: (i) assign the same to others, (ii) grant a part or all of said easements to others and (iii) grant and empower the assignees or grantees thereof to grant such additional easements upon any part or all of such easements as the Partnership or the HCOO may deem necessary or appropriate, including the time of the grants or additional assignments, and to deduct from the fee of the easements depicted on this plot for the uses herein expressed and provided that said grant or additional easements shall not be deemed a public dedication of said easements.

B. The Partnership hereby reserves to itself (and to its grantees and assigns) the exclusive right and privilege to determine the location of any improvements, equipment, driveways, curb cuts, paved areas or facilities to be placed within, on or beneath the surface of all easements granted by, described in or reserved by this plot and the Partnership retains (for itself and its grantees or assigns) the right of access and use over and across all said easements for improvement, construction and maintenance purposes and to grant or assign such rights to others.

C. All private easements appearing on this plot are subject to rights reserved or granted in the Harmony Residential Properties Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 2125, Page 2093, of the Public Records of Osceola County, Florida, as amended or supplemented from time to time, and are subject to any additional covenants, conditions, easements and restrictions applicable from time to time to the lands described herein, none of which shall impair or detract from the uses herein expressed, but which make provisions for the management and regulation of the use of said easements.

D. Unless specifically provided otherwise on this plot, successors in interest to the Partnership shall not succeed to rights reserved by Partnership on this plot unless a recorded instrument makes reference to the right or rights reserved by Partnership and assigns such right or rights to said successors in interest.

F. References to the following terms on this plat shall be deemed to specifically reference the tracts set forth below:

L/U Tracts: Tract L/U-1 through L/U-3
All other Tract references shall be deemed to refer only to the specifically named Tract, including, but not limited to: Park Tract "A", Park Tract "B", Park Tract "C", Park Tract "D", Park Tract "E", Lift Station Tract, Conservation Tract-1, Conservation Tract-2, Conservation Tract-3, Conservation Tract-4, Tract-GM, Tract C-2, Tract-I/I, Tract-M, Tract-K, Tract-L and the Pond Tract.

1. [Easement #1] Partnership (as grantor) hereby grants and conveys and the HCDO hereby reserves by this plot to the HCDO (as grantee) a perpetual non-exclusive easement, over, and under all publicly dedicated portions of the streets in this plot for the purpose of: drainage; utilities; water; sanitary sewer; irrigation; parking; the right but not the obligation to perform routine maintenance and maintenance of crosswalks; the right to maintain the brick pavers from time to time; access on, over, to and from any and all driveways and curb cuts in or abutting said streets; and the right but not the obligation to perform landscape maintenance in unimproved

[Comment 2.] HCO and Partnership (as grantor) hereby grant and convey to the Partnership and the Partnership reserves for itself, its successors and assigns, a private perpetual non-exclusive easement on, over and under all L/U Tracts, Parc Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, and the adjacent lands, for road drainage utilities, cable television, irrigation, parking, the right but not the obligation to place, install, maintain, repair, replace, remove, alter, relocate, and use any structures, improvements and curbs subject to and in accordance with the rights of the Partnership as set forth in *Plot Note B*, access to the contiguous publicly dedicated portion of the rights-of-way depicted by this map, and the right to use, occupy, possess, control, and dispose of the lands, structures, improvements and curbs subject to the rights of the Partnership as set forth in *Plot Note B*; encroachments on structures, structural overhangs, foundations, footers, and maintenance of those structures; the right, but not the obligation, to perform landscaping maintenance and the right, but not the obligation, to perform maintenance, repair, replacement, and improvements, including but not limited to fencing and utility features.

3. [Easement #3] Partnership and the HCOO (as grantor) hereby dedicate on this plot to Osceola County (as grantee) a perpetual non-exclusive emergency access easement over all L/U Tracts solely for emergency (police, fire, medical, natural disaster) access purpose.

4. [Easement #4] Partnership and the KCOU (as grantor) hereby reserves for itself and each other and their successors and assigns a temporary access and construction easement over the publicly dedicated portions of the rights of way dedicated by this plot for the purpose of construction of such rights of way. Such temporary access and construction easement shall automatically expire upon issuance by Osceola County of a certificate of completion for such rights of way.

5. [Easement #5]. Partnership and the HCDD (as grantor) hereby dedicate the LIR Station Tract to the Toho Water Authority.

6. [Easement #6] The Partnership and the HCOD hereby reserve and grant to each other perpetual non-exclusive easements on, over and under the Conservation Tract-1, Conservation

Tract-2, Conservation Tract-3 and Conservation Tract-4 and the Pond Tract for wetland conservation maintenance or similar purposes which the HCD may elect at any time in its sole discretion to assign to a governmental or quasi-governmental entity for the purpose of complying with applicable laws, regulations or permits and for the purpose of drainage, including, but not limited to the right to install, construct and maintain drainage facilities within such easement property and the right to free and clear access at all times to such property and facilities.

7. [Easement #7]. Partnership and the HCOO (as grantor) dedicatory by the plot to Osceola County (as grantee) a perpetual non-exclusive easement on, over and under and through all L/U Tracts to maintain and replace and repair storm drains and underground stormwater drainage pipes to carry stormwater drainage from County right-of-way to discharge points in the HCOO master drainage system with the exact location of such pipes, drainage structures and discharge points to be established in accordance with an Easement Agreement between the HCOO and Partnership recorded subsequent hereto.

6. [Easement #8]. Partnership and the HCDU (as grantor) dedicates by this plat to Osceola County (as grantee) a perpetual non-exclusive easement on, over, under, across and through all L/U Tracts for the purpose of roadway maintenance, repair and replacement, and the installation and maintenance of traffic control devices and signage in accordance with and

9. [Easement #9]. Partnership and the HCCO (as grantor) hereby grants and conveys by this deed to the Grantee from then to then (as recorded) of all lots to be platted hereinto in the subject

This Agreement shall remain in full force and effect until the date that all of the lots to be platted have been fully subdivided and dedicated to the public or paved areas now or in the future constructed on all L/U Tracts and Alley Tracts for vehicular and pedestrian access to and from the publicly dedicated portions of the rights-of-way dedicated by this plat; provided, however, that the location and construction of all such driveways, culverts, bridges, and other structures shall be subject to the review and approval, as deemed by the Partnership or its successors or assigns. This Easement #9 shall not be extended or construed to grant to any lot owner the right to construct any such driveway curb cut or paved area without the prior approval of the Partnership or its successors or assigns; and this Easement #9 shall not be amended or construed to be a grant or dedication to the public, nor shall it be used for any telecommunication purposes.

10. [Easement #40]. Partnership and the HUCD (as grantor) hereby grants and conveys by this plat to the Harmony Residential Owners' Association, Inc., its successors and assigns (or grantees) a private perpetual non-exclusive easement, on, over, under, across and through all of the lots and parcels shown on the attached plat, for the purpose of installation, maintenance, and repair of (landscaping, pool, tractor, B. D. and C. D. areas of irrigation, maintenance, of landscaping and signage, lighting, utilities, telephones, cable, mailboxes, decorative improvements including but not limited to decorative improvements, fencing and utility features, in accordance with and subject to the rights of the Partnership as set forth in Plat Note B.

11. [Easement #11] The Partnership as grantor hereby reserves for itself and grants and conveys to the HCDD and Osceola County a perpetual non-exclusive easement over the Pond Tract and the drainage easements though Park Tract A for purposes of: drainage and installation, maintenance, and repair of drainage facilities.

12. [Easement #12] The Partnership hereby dedicates on this plot to Osceola County, Florida (as grantee) a perpetual non-exclusive emergency access easement over Tract-GM solely for emergency (police, fire, medical, natural disaster) access purposes.

13. [Easement #13] The Partnership hereby grants to the HCOB and HCOB hereby grants to the Partnership a private perpetual non-exclusive easement on, over and under their respective portions of the Tract-CM for: utilities, ingress and egress, irrigation, parking, the right but not the obligation to perform landscaping maintenance, the right but not the obligation to install and maintain signage, lighting, decorative improvements, and for the purposes of encroachments of structures, structural overhangs, foundations, footers and maintenance of those structures.

14. [Easement #14] Partnership and the HCDO (as grantor) dedicates the Telephone Easement for the purpose of: the installation, maintenance, and repair of telephone facilities.

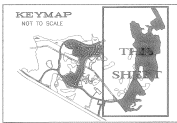
15. [Easement #15] * Partnership hereby grants to the HDDD and HDDD hereby grants to the Partnership a private perpetual non-exclusive access easement on, over, and through L/U Tracts 1 and 2, Park Tracts A and C, and the publicly dedicated portions of the rights-of-way dedicated by this plat for vehicular and pedestrian access to and from Tract-GM and Golf Course Tract 2, Blackburn Golf Course, Black Park, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 8

16. [Easement #16] The Partnership as grantor hereby reserves for itself and grants and conveys to the HCDO as grantee a perpetual non-exclusive utility easement that is 10 feet wide running inside Tract-1/J for purposes of: installation, maintenance, and repair of utility facilities.

17. [Easement #17] The Partnership as grantor hereby reserves for itself and grants and conveys to the HCCO and Osceola County a perpetual non-exclusive easement on, over and through a portion of Tract L/U-2 for the purposes of: installation, maintenance, and repair of utility facilities.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.





A horizontal number line with tick marks at 500, 0, 250, 500, and 1000. The line is labeled with these numbers above the tick marks.

GRAPHIC SCALE

 $1'' = 500'$

SHEET\9

SHEET 8



SHEET 7

SHEET 6

SHEET 5

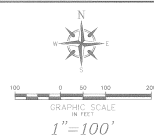
SHEET 4

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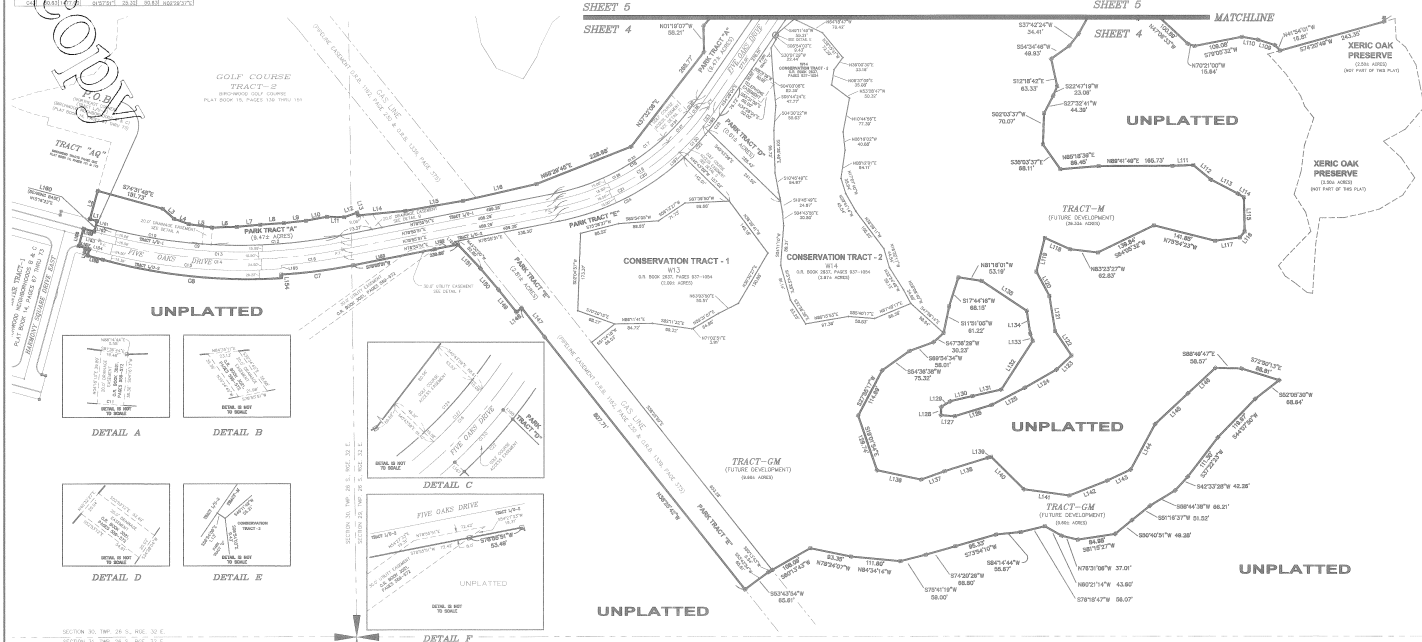
ALL LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED WITH (N.R.).

SHEET 3 OF 9



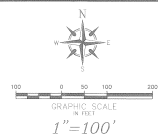
HARMONY PHASE THREE

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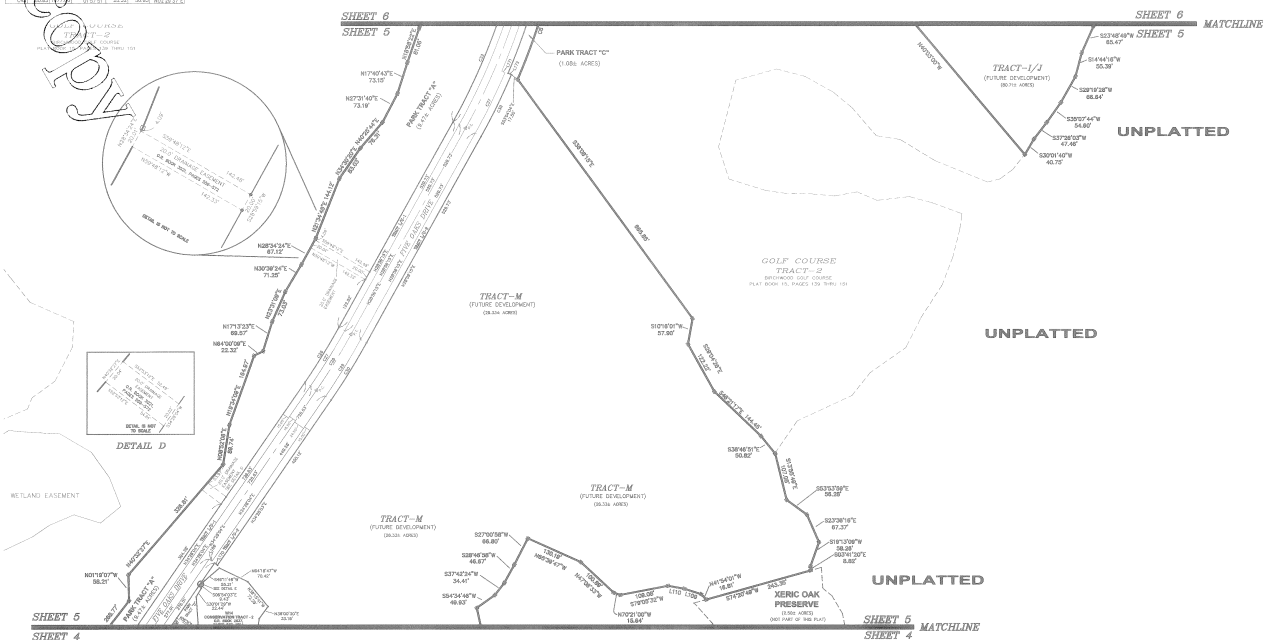
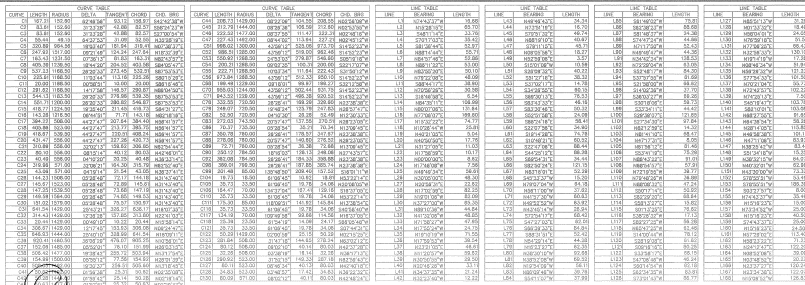
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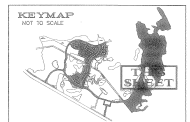
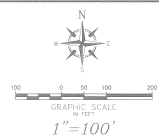
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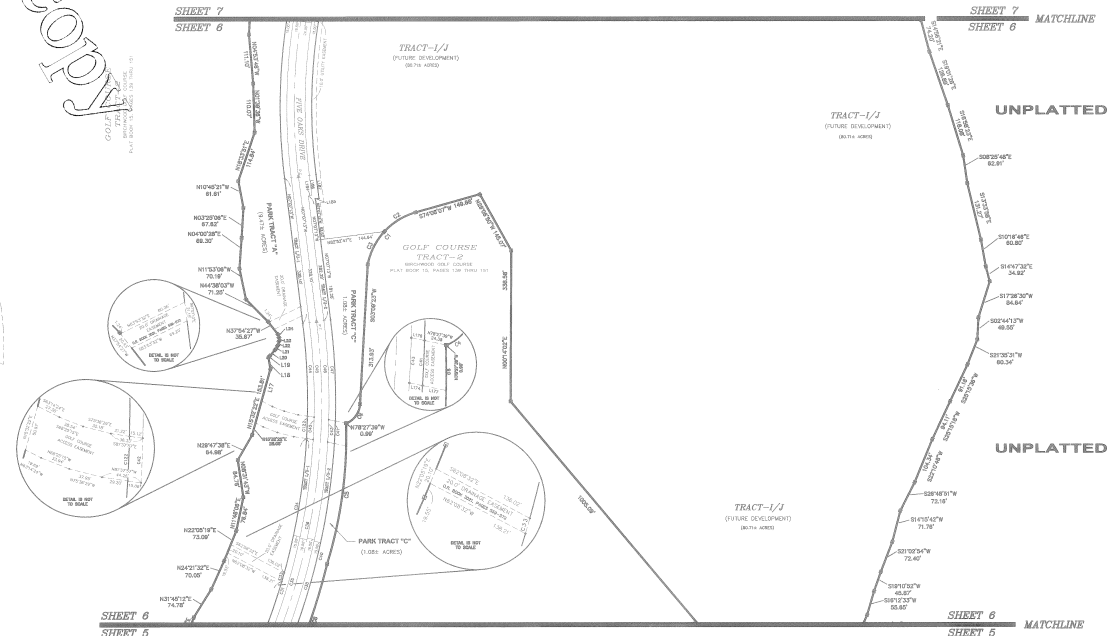
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L&C TABLE										L&C TABLE										L&C TABLE										L&C TABLE										L&C TABLE									
LINE	BEARING	LENGTH	AREA	PERCENT	ADJ. AREA	LINE	BEARING	LENGTH	AREA	PERCENT	ADJ. AREA	LINE	BEARING	LENGTH	AREA	PERCENT	ADJ. AREA	LINE	BEARING	LENGTH	AREA	PERCENT	ADJ. AREA	LINE	BEARING	LENGTH	AREA	PERCENT	ADJ. AREA																				
1	N 89° 15' 00" E	100.00	100.00	100.00	100.00	11	N 89° 15' 00" E	100.00	100.00	100.00	100.00	21	N 89° 15' 00" E	100.00	100.00	100.00	100.00	31	N 89° 15' 00" E	100.00	100.00	100.00	100.00	41	N 89° 15' 00" E	100.00	100.00	100.00	100.00																				
2	S 89° 15' 00" E	100.00	100.00	100.00	100.00	12	S 89° 15' 00" E	100.00	100.00	100.00	100.00	22	S 89° 15' 00" E	100.00	100.00	100.00	100.00	32	S 89° 15' 00" E	100.00	100.00	100.00	100.00	42	S 89° 15' 00" E	100.00	100.00	100.00	100.00																				
3	N 89° 15' 00" E	100.00	100.00	100.00	100.00	13	N 89° 15' 00" E	100.00	100.00	100.00	100.00	23	N 89° 15' 00" E	100.00	100.00	100.00	100.00	33	N 89° 15' 00" E	100.00	100.00	100.00	100.00	43	N 89° 15' 00" E	100.00	100.00	100.00	100.00																				
4	S 89° 15' 00" E	100.00	100.00	100.00	100.00	14	S 89° 15' 00" E	100.00	100.00	100.00	100.00	24	S 89° 15' 00" E	100.00	100.00	100.00	100.00	34	S 89° 15' 00" E	100.00	100.00	100.00	100.00	44	S 89° 15' 00" E	100.00	100.00	100.00	100.00																				
5	N 89° 15' 00" E	100.00	100.00	100.00	100.00	15	N 89° 15' 00" E	100.00	100.00	100.00	100.00	25	N 89° 15' 00" E	100.00	100.00	100.00	100.00	35	N 89° 15' 00" E	100.00	100.00	100.00	100.00	45	N 89° 15' 00" E	100.00	100.00	100.00	100.00																				
6	S 89° 15' 00" E	100.00	100.00	100.00	100.00	16	S 89° 15' 00" E	100.00	100.00	100.00	100.00	26	S 89° 15' 00" E	100.00	100.00	100.00	100.00	36	S 89° 15' 00" E	100.00	100.00	100.00	100.00	46	S 89° 15' 00" E	100.00	100.00	100.00	100.00																				
7	N 89° 15' 00" E	100.00	100.00	100.00	100.00	17	N 89° 15' 00" E	100.00	100.00	100.00	100.00	27	N 89° 15' 00" E	100.00	100.00	100.00	100.00	37	N 89° 15' 00" E	100.00	100.00	100.00	100.00	47	N 89° 15' 00" E	100.00	100.00	100.00	100.00																				
8	S 89° 15' 00" E	100.00	100.00	100.00	100.00	18	S 89° 15' 00" E	100.00	100.00	100.00	100.00	28	S 89° 15' 00" E	100.00	100.00	100.00	100.00	38	S 89° 15' 00" E	100.00	100.00	100.00	100.00	48	S 89° 15' 00" E	100.00	100.00	100.00	100.00																				
9	N 89° 15' 00" E	100.00	100.00	100.00	100.00	19	N 89° 15' 00" E	100.00	100.00	100.00	100.00	29	N 89° 15' 00" E	100.00	100.00	100.00	100.00	39	N 89° 15' 00" E	100.00	100.00	100.00	100.00	49	N 89° 15' 00" E	100.00	100.00	100.00	100.00																				
10	S 89° 15' 00" E	100.00	100.00	100.00	100.00	20	S 89° 15' 00" E	100.00	100.00	100.00	100.00	30	S 89° 15' 00" E	100.00	100.00	100.00	100.00	40	S 89° 15' 00" E	100.00	100.00	100.00	100.00	50	S 89° 15' 00" E	100.00	100.00	100.00	100.00																				



BROWN & JOHNSTON, INC.
 LAND SURVEYING & CONSULTING
 1000 UNIVERSITY BLVD., SUITE 1000, GAITHERSBURG, MD 20878
 PHONE: (301) 951-7240 FAX: (301) 951-7283
 E-MAIL: bjohnston@bjc.com

NOTES:

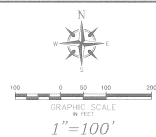
- 1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- 2. ALL BEARINGS ARE TRUE BEARINGS.
- 3. ALL CORNERS ARE TO BE MARKED WITH IRON PIPES OR STEEL BOLTS.
- 4. ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED WITH (N.R.).
- 5. ALL LINES ARE TO BE CONVEYED BY DEED.
- 6. ALL LINES ARE TO BE CONVEYED BY DEED.
- 7. ALL LINES ARE TO BE CONVEYED BY DEED.
- 8. ALL LINES ARE TO BE CONVEYED BY DEED.
- 9. ALL LINES ARE TO BE CONVEYED BY DEED.
- 10. ALL LINES ARE TO BE CONVEYED BY DEED.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SECTIONS 20, 29 & 30, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA
BEING IN PART A REPLAT OF PORTION OF GOLF COURSE TRACT-2
BIRCHWOOD GOLF COURSE AS FILED AND RECORDED IN PLAT BOOK 15, PAGES 139 THRU 151
BEING IN PART A REPLAT OF GOLF MAINTENANCE TRACT 1
AS FILED AND RECORDED IN PLAT BOOK 19, PAGES 128 & 129
ALL OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

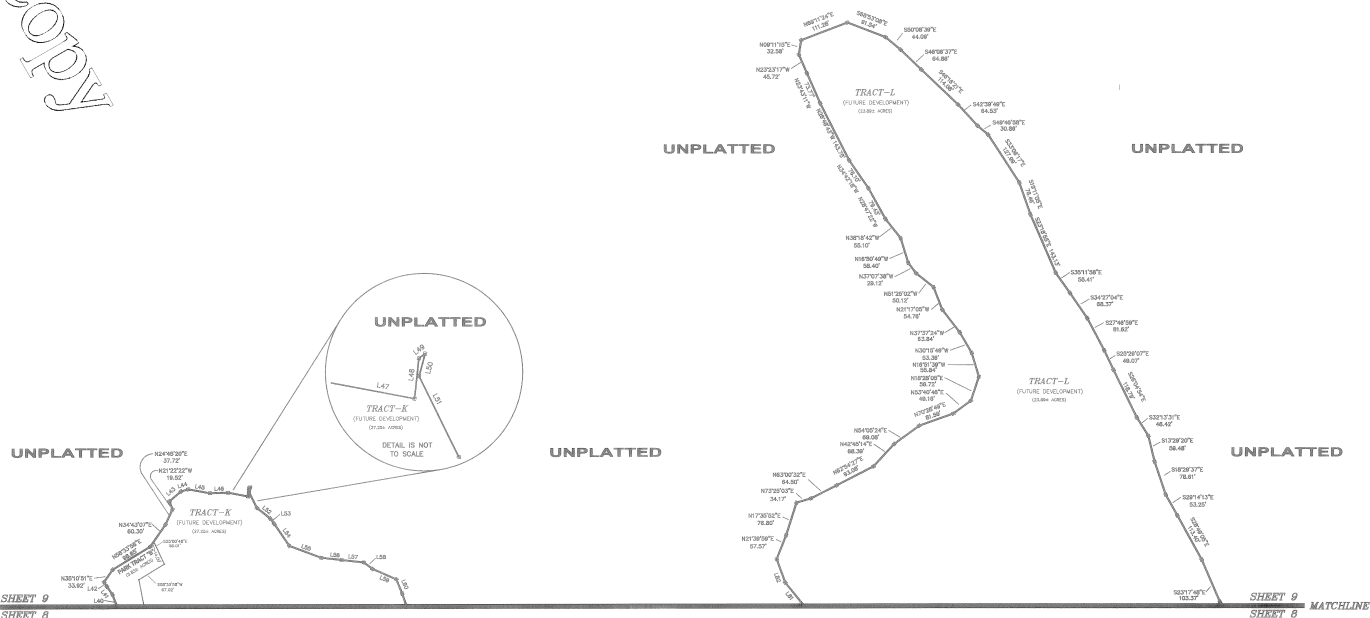
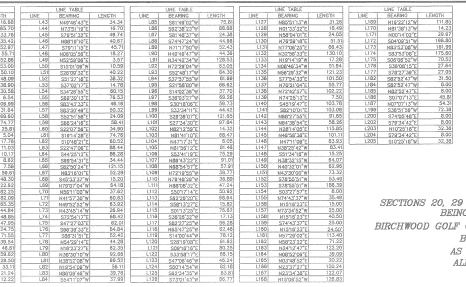
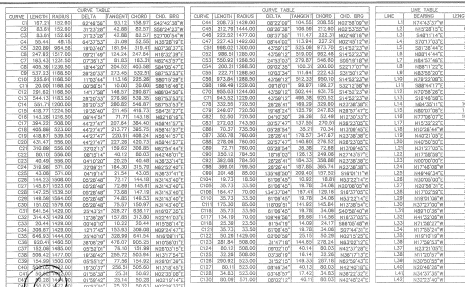


SHEET 8 OF 9



HARMONY PHASE THREE

SECTIONS 20, 29 & 30, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA
BEING IN PART A REPLAT OF PORTION OF GOLF COURSE TRACT-2
BIRCHWOOD GOLF COURSE AS FILED AND RECORDED IN PLAT BOOK 15, PAGES 139 THRU 151
BEING IN PART A REPLAT OF GOLF MAINTENANCE TRACT 1
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ALL OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

[illegible]

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ALL LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED WITH (N.R.).