

This document was prepared by:
Summer Lakes LLC
4708 Capital Circle NW
Tallahassee, Florida 32303

**AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

for
**SUMMERLAKE HOMEOWNERS ASSOCIATION of TALLAHASSEE, INC.
and
VILLAGES OF SUMMER LAKE HOMEOWNERS ASSOCIATION OF
TALLAHASSEE, INC.**

This **AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS** (hereafter "Amendment") is
made this 23rd day of July, 2009, by Summer Lakes LLC, a Florida corporation, having
as an address in Leon County, Florida, 4708 Capital Circle NW, Tallahassee, Florida
32303.

STATEMENT OF PRELIMINARY FACTS:

The DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS (hereafter "the Declaration") was recorded in Official Records Book
3546, at Page 2133 of the Public Records of Leon County, Florida, with respect to
Summer Lake, Hartsfield Place & Hartsfield Hills Subdivisions. Summer Lakes LLC is
desirous of amending the Declaration pursuant thereto as provided below.

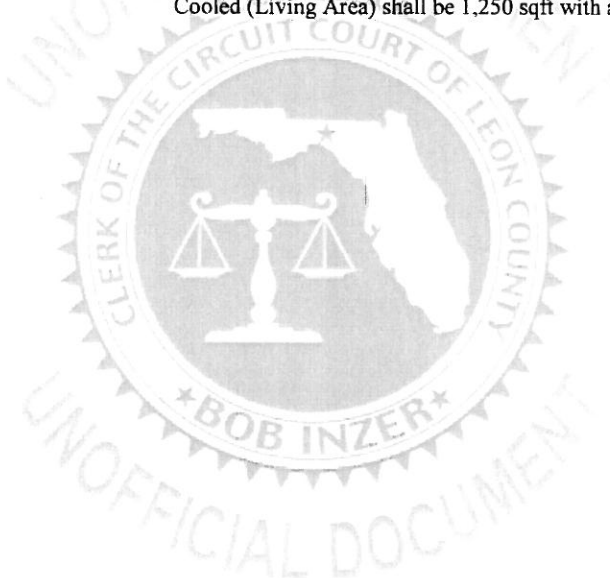
TERMS:

In consideration of \$10.00 and other good and valuable consideration, and
incorporating the above Statement of Preliminary Facts herein, the Declarant does hereby
amend the Declaration as follows:

The dues will be modified and adjusted for the property contained within the
Hartsfield Place Replat as recorded in Plat Book 20 Page 39 of the Public Records of
Leon County on July 6th, 2009. The dues will be in the amount of \$500.00 per Lot per
year which shall include the following:

- 1) Yard maintenance (mowing/blowing) for each Lot (weather improved or not).
- 2) Common Area maintenance as is stated in the Restrictive Covenants recorded
in Book 3403 Page 1827 of the Public Records of Leon County.
- 3) Joint Irrigation for each Lot.

It will be understood the Lots within the Hartsfield Place Replat are platted for
single family detached homes and will be maintained as such. The minimum Heated and
Cooled (Living Area) shall be 1,250 sqft with a minimum of a single car garage.



Excluding items listed above, all other restrictions contained in Book 3546 Page 2133 of the Public Records of Leon County are still in force.

IN WITNESS WHEREOF, ~~the Declarant~~ ^{Summer Lakes LLC} has caused this Amendment to be executed as of the day and year first above written.

WITNESSES:

Paula Bell
Print Name: Paula Bell

F. Michael Dimitroff
Print Name: F. Michael Dimitroff

Summer Lakes LLC.
a Florida corporation

By: Behzad Ghazvini
Behzad Ghazvini, Managing Member

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 23rd day of July, 2005, by Behzad Ghazvini as Managing Member of Summer Lakes LLC., a Florida corporation, on behalf of said corporation.

☒ He is personally known to me; or
☐ He has produced _____ as identification.



F. Michael Dimitroff
NOTARY PUBLIC
My Commission Expires: 10/22/13



**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS**

for

***SUMMER LAKE HOMEOWNERS ASSOCIATION OF TALLAHASSEE, INC.
and
VILLAGES OF SUMMER LAKE HOMEOWNERS ASSOCIATION OF
TALLAHASSEE, INC.***

Note: This document amends and restates the Declaration of Covenants, Conditions, Restrictions, and Easements recorded at Official Records Book 3403, Page 1827, in the Public Records of Leon County, Florida.

This AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS (hereinafter referred to as this Declaration) is made this 20th day of July, 2006, by **BEHZAD GHAZVINI, THOMAS B. ASBURY, and HOSSEIN GHAZVINI**, all having an address in Leon County, Florida, at 2811-E Industrial Park, Tallahassee, Florida 32301 (hereinafter collectively referred to as Declarant").

STATEMENT OF PRELIMINARY FACTS

- A. The Declarant is the owner of certain real property situated, lying and being in Leon County, Florida, and being described on **Exhibit A** attached hereto, also



platted as the following three (3) subdivisions:

- (1) **SUMMER LAKE PHASE 2**, a subdivision as per map or plat thereof recorded in Plat Book 17, Page 36 in the Public Records of Leon County, Florida.
- (2) **HARTSFIELD HILLS**, a subdivision as per map or plat thereof recorded in Plat Book 17, Page 28 in the Public Records of Leon County, Florida.
- (3) **HARTSFIELD PLACE**, a subdivision as per map or plat thereof recorded in Plat Book 17, Page 32 in the Public Records of Leon County, Florida.

B. It is the intent of the Declarant that all three (3) of the above-described subdivisions be subject to this Declaration and be governed by one Master Association. All three (3) of the above-described subdivisions may be referred to herein collectively as the "development", "developments", "subdivision", or "subdivisions."

C. The Declarant has caused to be created the following associations:

- (1) **SUMMER LAKE HOMEOWNERS ASSOCIATION OF TALLAHASSEE, INC.** (formerly known as Summer Lakes Homeowners Association of Tallahassee, Inc.).

Summer Lake Homeowners Association of Tallahassee, Inc., is hereinafter referred to as the Association or Master Association.

- (2) **HARTSFIELD HILLS PROPERTY OWNERS ASSOCIATION, INC.** However, the Declarant has caused this entity to be merged into the Master Association, and therefore this entity will not exist independently of the Master Association.

- (3) **HARTSFIELD PLACE HOMEOWNERS' ASSOCIATION, INC.** However, the Declarant has caused this entity to be merged into the Master Association, and therefore this entity will not exist independently of the Master Association.

D. Therefore, after the merger of the above described corporate entities, **SUMMER LAKE HOMEOWNERS ASSOCIATION OF TALLAHASSEE, INC.** shall be the governing entity of all three (3) subdivisions, and therefore referred to as the Association or the Master Association.



- E. The Declarant has also caused to be created a sub-Association, known as **VILLAGES OF SUMMER LAKE HOMEOWNERS ASSOCIATION OF TALLAHASSEE, INC.** The sub-Association is responsible for the budget, maintenance, and management of all townhomes located within the development, as such duties are further defined and described herein in this Declaration.
- F. In order to develop and maintain the subdivisions as a residential community and to preserve, protect, and enhance the values and amenities of the developments, it is necessary to declare, commit, and subject each of the Lots and the improvements now and hereafter constructed thereon to covenants, conditions, restrictions, regulations, and easements and to delegate and assign to the Association certain powers and duties of ownership, administration, management, operation, maintenance, and enforcement, all as set forth and provided in this Declaration.

NOW, THEREFORE, for and in consideration of the above premises and of the benefits to be derived by the Declarant and each and every subsequent owner of any of the lots in the subdivisions, the Declarant does hereby set up, establish, promulgate, declare, and impose the hereinafter provided covenants, restrictions, obligations, conditions, and easements to all of the Lots in the subdivisions and to all persons owning said Lots, or any of them hereafter. These covenants, restrictions, obligations, conditions, and easements shall become effective immediately, and shall run with the land described on the attached **Exhibit A** and shall be binding upon the Declarant, the Declarant's successors, personal representatives, heirs, assigns, grantees and transferees deraining title from and through Declarant.

ARTICLE ONE

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in Leon County, Florida, and is particularly described on the attached **Exhibit A**.

ARTICLE TWO

DEFINITIONS

The following words, when used in this Declaration, or any Supplemental Declaration (unless the context shall prohibit), shall have the following meanings:



Section 2.1 – Architectural Control Committee shall mean the committee of the Association and/or the sub-Association, as the context may require, which performs the duties specified herein. Both the Association and sub-Association shall have their own Architectural Control Committee, which shall be appointed by the respective Board of Directors.

Section 2.2 - Assessment shall mean that sum of money initially set forth herein or hereinafter determined by the Board of Directors of the Association which shall be levied against each individual lot owner on a regular or special basis as set forth in these covenants, the Bylaws, and the Rules and Regulations of the Association for the upkeep, maintenance and other duties and responsibilities of the Association.

Section 2.3 - Association or Master Association shall mean and refer to **SUMMER LAKE HOMEOWNERS ASSOCIATION OF TALLAHASSEE, INC.**, a nonprofit corporation (hereinafter referred to as the Association or Master Association) and its successors and assigns, which Association shall be formed for the maintenance and management of property owned by the Association, and which shall have such other rights, duties and obligations as may be set forth in this Declaration or in such Association's Articles of Incorporation and Bylaws.

It is the intent of the Declarant that **SUMMER LAKE HOMEOWNERS ASSOCIATION OF TALLAHASSEE, INC.** be the primary governing body over the Single Family (detached) Homes, and accordingly be primarily responsible for budgeting, management, maintenance, and enforcement of these covenants as to the Single Family (detached) Homes.

Section 2.4 - Association lands shall mean the lands remaining as a part of the Subdivision after deleting therefrom the legal description for each and every individual lot, road or street right-of-ways, utility easements and sidewalks dedicated to the City of Tallahassee, and which are hereinafter conveyed to the Association by the Declarant or others.

Section 2.5 - Common Area shall mean that area of the recorded plat designated as Common Area, together with the Association lands as defined above.

Section 2.6 - Common Expense shall mean the expenses incurred by the Association in the furtherance of its duties and obligations under these covenants, the Association's Articles of Incorporation, its Bylaws and its Rules and Regulations.

Section 2.7 - Common Surplus shall mean the excess of all receipts of the Association, including, but not limited to, the assessments, rents, profits and revenues over the amount of common expenses.

Section 2.8 – Declarant and/or Developer shall mean and refer to **BEHZAD GHAZVINI, THOMAS B. ASBURY, and HOSSEIN GHAZVINI**, (and their successors and assigns), the owners of the property described in Exhibit "A" attached hereto.



Section 2.9 - Dwelling or Unit shall mean and refer to any portion of a building situated within the Subdivision designed and intended for use and occupancy as a residence.

Section 2.10 - Living Area shall mean and refer to those heated and/or air conditioned areas which are completely finished as living area and which shall not include garages, carports, porches, patios, attics or storage areas.

Section 2.11 - Lot or lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Subdivision, and identified by lot and block description. It shall also include any lot sold by metes and bounds description before the plat is recorded. It is understood that any Lot conveyed prior to the recording of the plat shall be subordinate to the plat when it is recorded and the grantee of such Lot shall be deemed to have joined in the dedication of the plat as if it had been signed by him/her/them.

Section 2.12 - Owner shall mean and refer to the record owner, according to the Public Records of Leon County, Florida, whether one or more persons or entities, of full fee simple title to any Lot situated within the Subdivision. Notwithstanding any applicable theory of mortgage, Owner shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 2.13 - Single Family (detached) Home shall mean and refer to those homes or lots that are not townhomes.

Section 2.14 - Subdivision or Subdivisions shall mean and refer to the platted developments described herein and the real property described on the attached **Exhibit A**.

Section 2.15 - sub-Association shall mean and refer to **VILLAGES OF SUMMER LAKE HOMEOWNERS ASSOCIATION OF TALLAHASSEE, INC.**, a nonprofit corporation, and its successors and assigns, which shall be formed for the maintenance and management of the TOWNHOMES located in the developments, and which shall have such other rights, duties and obligations as may be set forth in this Declaration or in such Association's Articles of Incorporation and Bylaws. Any mention or reference to "Association" or "Associations" herein describing the powers, duties, obligations, or other functions necessitated by these covenants, shall also include the sub-Association where the context so requires.

It is the intent of the Declarant that **VILLAGES OF SUMMER LAKE HOMEOWNERS ASSOCIATION OF TALLAHASSEE, INC.** be the primary governing body over the TOWNHOMES, and accordingly be primarily responsible for budgeting, management, maintenance, and enforcement of these covenants as to the TOWNHOMES.

Section 2.16 - Townhome or Townhomes shall mean and refer to those homes that are attached dwellings sharing common walls, roofs, etc, which are traditionally referred to as a townhome or townhouse rather than a single family home that is completely detached from any



other residence.

ARTICLE THREE

SUBDIVISION OF LOTS PROHIBITED

Section 3.1 - Subdivision of Lots. No individual Lot as hereinabove defined may be divided or subdivided into a smaller lot than that shown on the recorded plat. No action or suit at law or in equity may be brought to partition any individual Lot or Lots.

Section 3.2 - Partition of Association Lands. No action or suit at law or in equity may be brought to partition any common lands or land owned or to be owned by the Association.

ARTICLE FOUR

MAINTENANCE OF LOTS **EXTERIORS OF HOMES AND ASSOCIATION PROPERTY**

Section 4.1 - Structure Maintenance (applicable to Single Family (detached) Homes only; see Section 4.3 for Townhome Maintenance). Each Owner shall maintain any dwelling and accessory structures and all improvements thereon constructed upon an individual Lot in a good state of repair and in an aesthetically pleasing manner consistent with the character and setting of the Subdivision as developed. Without limitation, each Owner shall specifically maintain in safe condition and a proper state of repair and maintenance the roof, windows, painting and staining of exterior walls and trim, steps, porches and any permitted out buildings, yards and driveways. The Association may, by rules duly adopted, reasonably regulate the use of all Association lands and property; provided, however, that any such rule of the Association may not be less restrictive than any covenant set forth herein. If an Owner shall fail to maintain or make repairs or replacement which are the responsibility of such Owner, then, upon a vote of a majority or the Board of Directors of the Association, and after not less than thirty (30) days notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be added to the assessments chargeable to such Owner and shall be payable to The Association by such Owner under such terms as the Board of Directors of the Association determines. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents or employees shall have the right after reasonable notice to enter upon any such lot during reasonable hours.

Section 4.2 - Exterior Maintenance (applicable to Single Family (detached) Homes only; see Section 4.3 for Townhome Maintenance). Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his/her/their Lot, and the exterior of the building located on the Lot in a neat and attractive condition. If an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the Board of Directors and after not less than ten (10) days notice to



the Owner, the Association shall have the right (but not the obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected, together with interest and attorneys' fees, in the manner assessments are enforced and collected under Article IV. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such Lots between the hours of 7:00 a.m. and 6:00 p.m.

Section 4.3 – Special provisions for Townhome maintenance. The Declarant has created the sub-Association, **VILLAGES OF SUMMER LAKE HOMEOWNERS ASSOCIATION OF TALLAHASSEE, INC.**, for the purpose of providing a governing body to control and supervise the exterior maintenance of all the townhomes located within the subdivision. Exterior maintenance of the townhomes may include, but is not limited to, the following:

1. Lawn mowing, edging, trimming, fertilizing and/or other lawn upkeep;
2. Termite treatment, bonding, and regular termite inspections and/or services;
3. Exterior painting and pressure washing of siding, trim, and other necessary exterior components;
4. Roof and gutter cleaning, upkeep, maintenance, and replacement;
5. Maintenance, repair, and costs of operation of the irrigation systems;
6. General repair or replacement of any exterior building features or components.

The Board of Directors of the sub-Association shall adopt a budget providing for sufficient funds to cover the sub-Association's maintenance obligations. Regardless of the items listed above, the sub-Association's actual performance of its maintenance duties is primarily governed by the annual budget adopted by the sub-Association's Board each year and the funds actually collected from townhome assessments (i.e., the Board may perform additional maintenance items not listed above if the budget sufficiently provides such funds; likewise, if the budget does not provide enough funds to perform certain maintenance obligations, the Board may postpone or cancel maintenance until such time as sufficient funding can be obtained).

ARTICLE FIVE

USE AS PRIVATE SINGLE-FAMILY RESIDENCES: LEASING

No dwelling, home or living unit constructed on any individual Lot shall be occupied and used except for single-family residential purposes by the individual Lot Owner. This provision is specifically intended and designed to prevent or prohibit the use of homes or dwelling units



constructed on individual lots from being used as transient lodging facilities. Casual or social guests of the individual lot owner may utilize or live in such homes for an extended period of time so long as the Owner of the individual lot is also currently living therein. Nothing contained in this provision shall be deemed to prohibit, however, the lease of any dwelling provided for herein, provided any such lease shall be in writing and shall be for a term not less than six (6) months; and provided, further, however, that any such tenant shall comply with all of the terms of this Declaration, the Association Bylaws, and the Rules and Regulations promulgated by the Association. Nothing herein contained shall be deemed to prohibit a person having a contractual obligation to purchase a dwelling unit from taking occupancy of such dwelling unit under a lease arrangement prior to the closing thereof even though the lease arrangement may be for a period of less than six (6) months.

ARTICLE SIX

NUISANCES: LAWFUL USE

Section 6.1 - Nuisances. No noxious or offensive activity shall be carried on, in, upon, or around any lot or on any Association lands, nor shall anything be done on individual lots or Association lands which may become an annoyance or a nuisance to the remaining homeowners, or any of them, or which shall in any way interfere with the quiet and peaceful enjoyment of each individual lot owner, or which shall in any way increase the rate of insurance for the property.

Section 6.2 - Lawful Use Only. All lots shall be used in a manner consistent with all city and county ordinances and state and federal laws. No unlawful use shall be made of any lot or of the Associations' lands and property.

ARTICLE SEVEN

TEMPORARY STRUCTURES: ACCESSORY STRUCTURES

Section 7.1 - Temporary Structures. No structure of a temporary character, including, but not limited to the following: construction or storage trailer, mobile home, tent of shack shall be used, placed or erected upon any individual lot, either temporarily or permanently, nor upon any lands owned by the Association; provided, however, that the Declarant or Owners may maintain temporary offices or storage facilities for construction or remodeling of a dwelling or improvements upon a lot or for construction or maintenance of subdivision improvements upon a lot or for construction or maintenance of subdivision improvements subject to Rules and Regulations promulgated by the Association or the Declarant.

Section 7.2 - Accessory Structures. Accessory structures of a permanent nature such as storage buildings, tool room, work shop, swimming pools, pool house, cabanas and the like shall be permitted only if harmonious with the dwelling on the lot, and provided that plans and specifications for any accessory structure shall be submitted to and approved by the Architectural



Control Committee. Mechanical equipment for the operation of swimming pools, hot tubs and the like shall be concealed from view by passers-by and neighboring lots.

ARTICLE EIGHT

SIGNS

No signs or billboards of any kind shall be placed, erected, or constructed upon any individual lot or Association lands and displayed to public view except one sign of customary and reasonable dimensions [not to exceed four (4) square feet] advising or advertising that the individual lot and the home thereon is for sale. Notwithstanding the above, the Declarant or its agents may erect and maintain during construction of the property and thereafter signs as it deems necessary to advertise the property, home or individual lots for sale. This provision shall not prohibit the Association from erecting directional or informational signs on the property, or a subdivision sign at the entrance to the Subdivision.

ARTICLE NINE

GARBAGE DISPOSAL

All rubbish, trash and garbage shall be regularly placed in garbage cans or containers specifically intended for such use and such cans or containers and the area where regularly placed shall be kept in a clean and sanitary condition by the Owner. After collection, trash receptacles shall be promptly removed to a designated screened area. All garbage containers and enclosures shall be maintained by the individual Owner. It shall be the responsibility of each Owner to provide for his/her/their own garbage collection.

Special Provision for Townhome garbage collection – if at any time, the sub-Association determines that it is best for the Townhomes to utilize a common dumpster (or multiple dumpsters) for garbage collection and disposal, then the sub-Association shall have the ability to obtain a dumpster, locate it at such place that the sub-Association deems appropriate, amend the budget to pay for all associated costs, and further adopt any necessary rules and regulations regarding utilization and maintenance of said dumpster.

ARTICLE TEN

RADIO AND TELEVISION ANTENNAS: UTILITY CONNECTIONS

Section 10.1 - Radio and Television Antennas. No alteration to or modification of any radio, television or cable system erected by Declarant or any cable system vendor on the individual lots or on Association lands shall be permitted, nor shall an individual lot owner



construct, use or operate any external radio, television antenna, satellite dish or other such apparatus without the prior written consent of the Architectural Control Committee. Nothing herein contained shall be deemed to prohibit radio and television antenna systems erected or constructed wholly within a dwelling.

Section 10.2 - Utility Connection. All connections to the dwelling for utilities, including but not limited to water, sewage, electricity, telephone and cable television shall be run underground from the proper connecting points to the dwelling in such manner as to be acceptable to the authority furnishing such service.

ARTICLE ELEVEN

PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for dogs, cats and other small household pets, provided they are not kept, bred or maintained for any commercial purpose; and provided further that they shall not be allowed to wander or roam freely about the neighborhood. The Association may adopt rules or regulations limiting the number of dogs or cats to be maintained by any Owner and further requiring that dogs or cats be leashed or be under the direct control of its owner when it is on any property other than upon its owner's Lot.

ARTICLE TWELVE

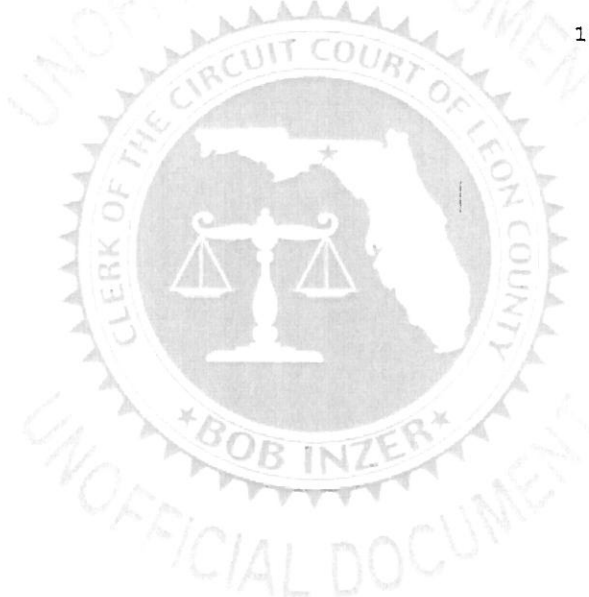
BOATS, TRAILERS AND RECREATIONAL VEHICLES

No boat, trailer, recreational vehicle, inoperable motor vehicle or the like may be parked or stored on any street in the Subdivision. No boat, trailer, recreational vehicle or the like shall be parked or stored on any lot except in an approved garage structure or in a manner to minimize the visibility of such items to neighbors and passers by with the permission of the Architectural Control Committee.

ARTICLE THIRTEEN

LAKES, BOATS AND DOCKS

Boats may be powered only by an outboard electric motor having a maximum of three (3) horsepower and shall be maintained and operated at all times in a safe manner according to the safety rules established by the Outboard Boating Club of America, U.S. Coast Guard, or other similar organizations. This section may be amended by unanimous vote of the Architectural



Control Committee.

ARTICLE FOURTEEN

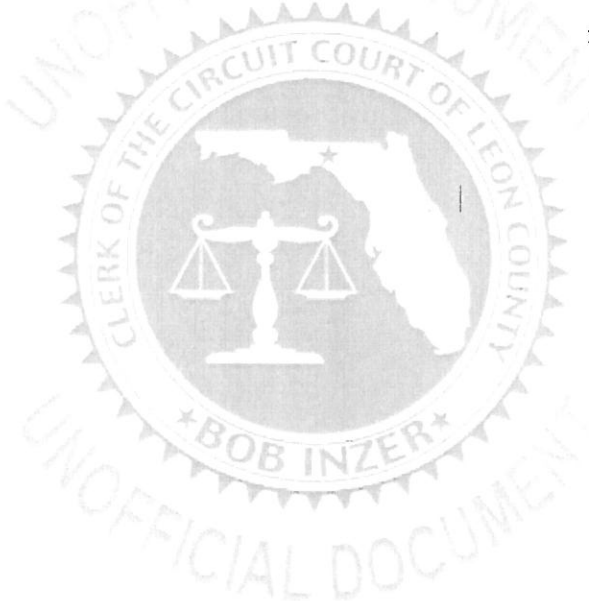
PRESERVATION OF THE NATURAL ENVIRONMENT, LAKES AND OPEN SPACES AND CONSERVATION AREAS

Section 14.1. It shall be the express intent and purpose of these Covenants and Restrictions to protect, maintain, and enhance the natural environment and specifically those certain areas designated as Open Spaces and Conservation Areas on plats recorded in the Public Records of Leon County, Florida, by the Declarant. It shall be the further intent and purpose of these Covenants and Restrictions to protect streams, lakes and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, fish, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites, and implement generally the Declarant's intent for the development.

Section 14.2. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Developer, his successors or assigns, to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkeys and other wildlife, to make access trails or paths through said Open Spaces and Conservation Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect buildings and other facilities for all types of recreation, to erect small signs throughout the Green Area designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Open Spaces and Conservation Areas. Provided that all activity within any Conservation Area must be approved by the City of Tallahassee.

Section 14.3. The general topography of the landscape, lake frontage or streams, as well as distinctive and attractive scenic features such as rock outcrops, the natural vegetation, trees, and any and all other unusual features in the Open Spaces and Conservation Areas shall be continued in their present condition, subject only to the exceptions noted herein.

Section 14.4. The Developer, its successors and assigns, shall have the right to protect from erosion the land described as Green Area by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as bulkheading or other means deemed expedient or necessary by said Developer. The right is likewise reserved to the Developer to take necessary steps to provide and insure adequate drainage ways, canals, and access roads in the Open Spaces and Conservation Areas. The Developer, its successors and assigns, shall also have the right to cut fire breaks, cut and remove trees, and in general do all things necessary to carry on tree farming operations in such Open Spaces and Conservation Areas, including harvesting of trees.



Section 14.5. The Developer reserves unto itself, its successors and assigns, the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water and other public conveniences or utilities in said Open Spaces and Conservation Areas. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Developer further reserves the right to locate wells, pumping stations and tanks, treatment plants, and/or other facilities within such Open Spaces and Conservation Areas. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

Section 14.6. No dumping, burning, or disposal in any manner of trash, litter, garbage, sewage, woodlands, or any unsightly or offensive material shall be permitted in or upon such Green Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Green Area. Fires of any and all kinds shall be prohibited except in designated and controlled areas as specified by the Association.

Section 14.7. The Developer expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said Open Space Areas, in a manner not inconsistent with the provisions of this Declaration.

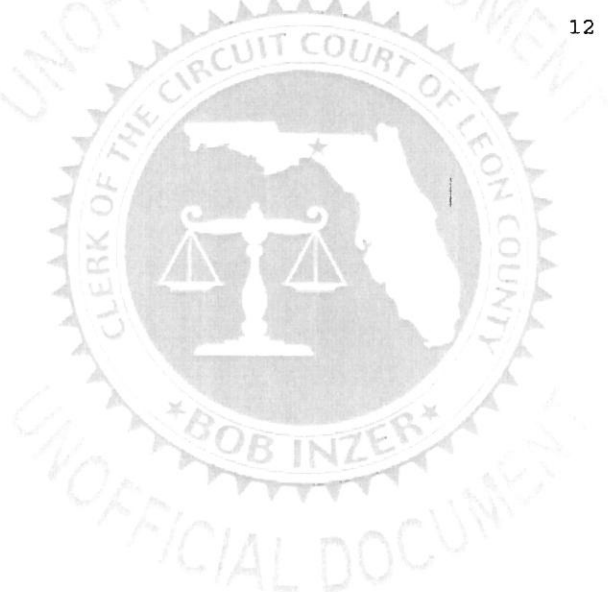
Section 14.8. It is expressly understood and agreed that the granting of these Open Spaces and Conservation Areas does in no way place a burden of affirmative action on the Developer, that the Developer is not bound to make any of the improvements noted herein, or extend to any Member or owner any service of any kind. The Association shall, however, have the responsibility to maintain such areas as required by governmental authorities. Prior to title being transferred from the Developer to the Association, this responsibility for maintenance shall be that of the Developer if not performed by the Association.

Section 14.9. Where the Developer, its successors or assigns, is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these Covenants.

ARTICLE FIFTEEN

FENCING NEAR LAKE OR WATER COURSE

Section 15.1. No fence or prominent structure of any kind shall be permitted on the rear 25 feet of any lot which has a rear lot line adjacent to a lake without written approval of the Architectural Control Committee.



Section 15.2. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

ARTICLE SIXTEEN

LAND NEAR PARKS AND WATER COURSES

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

ARTICLE SEVENTEEN

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted within the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

ARTICLE EIGHTEEN

MINIMUM DWELLING SIZE, SETBACKS, GARAGES AND PARKING

Section 18.1 - Dwelling size.

(a) Single Family (detached) Homes: Single Family (detached) Homes shall be no more than two (2) stories in height and shall contain in the main structure at least 1,900 square feet of living area, exclusive of porches, garages and patios and at least 1,000 square feet for the first floor of a dwelling unit of more than one story, exclusive of porches, garages and patios. Lots 21A, 22A, 23A and 24A of **SUMMER LAKE PHASE 2** subdivision shall only be a single story detached single-family residence.

(b) Townhomes: All townhomes shall be no more than two (2) stories in height and shall contain in the main structure at least 1,600 square feet of living area, exclusive of porches, garages and patios and at least 800 square feet for the first floor of a dwelling unit of more than one story, exclusive of porches, garages and patios.



Section 18.2 - Setbacks.

(a) No building on any lot shall be located on the site nearer to the front property line, rear property line, interior property line or nearer to the side street line than the minimum building set back lines established by the City of Tallahassee as may specified on the recorded plat or plats of the subdivisions.

(b) No driveway shall be located nearer than three (3) feet to an interior property line except that portion thereof constituting a back up or turnaround pad or area, which may be located as near as one (1) foot to such interior property line.

(c) For the purposes of this Section 18.2, eaves, steps and open porches shall not be considered as part of a dwelling, providing, however, that this shall not be construed to permit any portion of a building or other improvement on a lot to encroach upon any other lot nor shall this provision be construed to permit to construction of eaves, steps and open porches any closer than two (2) feet to any adjacent property line.

Section 18.3 - Garages. All dwellings shall have a garage with garage doors. Garage doors shall remain closed except when necessary to enter the garage or during other active utilization of the garage space.

Section 18.4 - Parking. All motor vehicles shall be parked within garages on a regular basis, when possible, and shall not be parked in the streets; however, parking shall be permitted in the streets when an owner has guests on a short term temporary basis. No commercial vehicles shall be parked in driveways or in the streets.

ARTICLE NINETEEN

ARCHITECTURAL CONTROL

Section 19.1 - Approval by Architectural Control Committee. Prior to construction of any improvements on a Lot, the Owner (other than Declarant) shall submit professionally prepared plans and specifications for the proposed construction to the Architectural Control Committee, in duplicate, for approval, together with a site plan which shall show by location and type all trees having a diameter greater than eight (8) inches, and indicating thereon trees scheduled for removal. The plans shall include full landscaping details of the lot.

Section 19.2 - Completion of Construction. The improvements to such Lot, including landscaping shall be completed in a good and workmanlike fashion within eight (8) months after the commencement of construction unless such completion shall be tendered impossible as a direct result of strikes, fires, national emergencies or natural calamities.



Section 19.3 - Criteria for Approval, etc. Any plan submitted to the Architectural Control Committee for approval involving the construction or any improvement to a Lot shall, in addition to requirements set forth elsewhere in this Declaration, contain appropriate elevations showing the physical appearance of the proposed structure. The Architectural Control Committee shall have the absolute right to approve or disapprove such plans and specifications insofar as the quality or type of materials, harmony in external design and color are concerned, as well as the location of the proposed improvements in relation to the surrounding structures and topography. The Architectural Control Committee shall have absolute discretion, in the approval of plans for dwelling units, to grant variances from these Restrictive Covenants for good cause shown, if the proposed residence size and location will not materially and adversely affect the quality of the whole development.

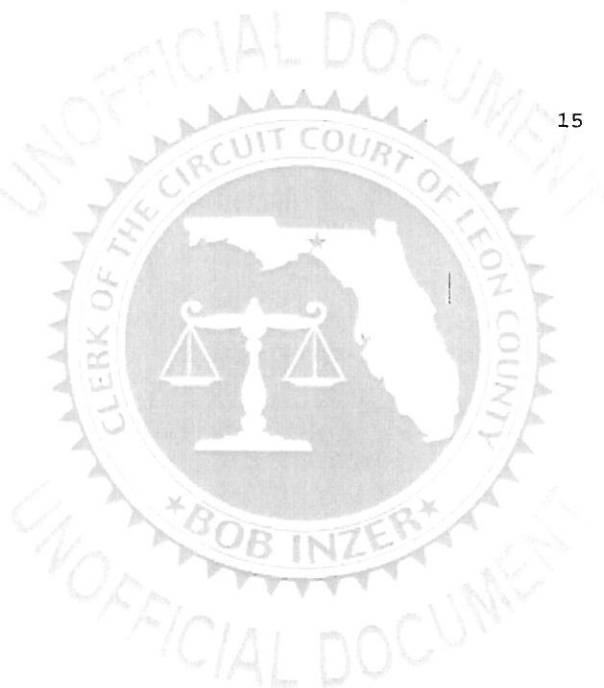
The effect of any construction, changes, improvements or alterations on the topography of the Properties and the environmental impact thereof may also be considered by the Committee in determining whether approval may be given. If no written notice of approval or disapproval is given by the Committee within thirty (30) days after it has received full plans and specifications as required in this Declaration, approval will be deemed to have been granted by the Committee. Further, no work shall be commenced until such time as the Owner or contractor shall have obtained all permits required by law.

Section 19.4 - Architectural Control Committee. The Architectural Control Committee for the Subdivision shall be appointed by the Declarant until such time that the Declarant waives this right in writing, and then by the Board of Directors of the Association. A majority of the Architectural Control Committee may select a representative to act for it. The Architectural Control Committee shall consist of not less than three (3), and no more than five (5) persons. All members of the Architectural Control Committee shall serve without compensation. All notices or submission requests to be given to the Architectural Control Committee (hereinafter referred to as Committee) shall be in writing and delivered by mail to: Summer Lake Architectural Control Committee, 2811-E Industrial Park, Tallahassee, Florida 32301, or at such other address designated by Declarant, or if no address is given, then to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of the State of Florida, Corporate Division.

ARTICLE TWENTY

WATER SUPPLY AND SEWAGE DISPOSAL

No individual water supply system of any type shall be permitted on any lot unless approved in writing by the Architectural Control Committee. No individual sewage disposal system shall be permitted on any lot.



ARTICLE TWENTY-ONE

HVAC SYSTEMS

No window air conditioning units shall be installed in the front or any side of a building and all exterior heating and/or air conditioning compressors or other machinery shall be located to the rear of the dwelling or screened on the side yard.

ARTICLE TWENTY-TWO

TREE CUTTING - PENALTIES

No living tree with a trunk diameter of eighteen (18) inches or greater as measured three feet up from the ground shall be cut or have its roots or root system damaged except as approved in writing by the Architectural Control Committee.

Whosoever shall violate this section may, in the discretion of the Architectural Control Committee, be assessed such penalty by that Committee as may be deemed to be reasonable and appropriate.

ARTICLE TWENTY-THREE

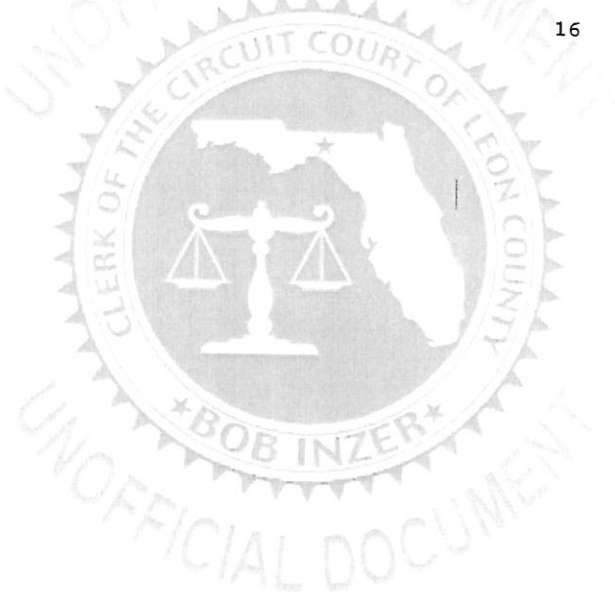
USE OF MOTORCYCLES AND VEHICLES

No motorcycle, automobile, truck, recreational vehicle, off-road vehicle of two, three or four wheels shall be operated within the boundaries of the properties except on paved roads and driveways intended for such vehicular operation; provided nothing herein shall be deemed to prohibit the use of such vehicles or construction equipment required on site during the construction of any improvements on a lot or the operation of any customary yard maintenance equipment on any lot or on Association lands operated only in such manner and during such hours so as not to disturb other property owners.

ARTICLE TWENTY-FOUR

COMMON AREA MAINTENANCE

The Common Area, including, but not limited to, the landscaping, signs, fences, sprinkler systems, electrical fixtures and other improvements located thereon, shall be maintained by the Association to the extent allowed by any restrictions of the recorded plat of the Subdivision and to the extent allowed by any easement required by the City of Tallahassee.



ARTICLE TWENTY-FIVE

SOLICITATION AND ADVERTISING

No individual lot owner may carry on any business from his home within the project which involves pedestrian or automobile traffic to and from such individual owner's home. Notwithstanding this prohibition, the Association is authorized to duly enact Rules and Regulations for the type, nature and character of other businesses which may be carried on by any individual lot owner. No individual lot owner may display any business sign within the Properties except for a sign placed upon the property advertising the same for sale as is elsewhere permitted by this Declaration.

ARTICLE TWENTY-SIX

PROHIBITION AGAINST FIREARMS

All types of firearms, including but not limited to shotguns, rifles, pistols, pellet, BB guns or air rifles are prohibited from being used, discharged or displayed upon any part of the subdivision. Notwithstanding the above prohibition, firearms may be kept within the home of any individual lot owner.

ARTICLE TWENTY-SEVEN

FENCES, WALLS & CLOTHESLINES

Section 27.1 - Fences and Walls. No Owner shall erect any fence or wall until the plans and specifications showing the nature, kind, shape, height, materials, color, location, landscaping, and other details thereof shall have been submitted to and approved by the Architectural Control Committee as to the quality of the materials, harmony, design and colors, as well as its location in regard to the surrounding structures and topography. Approval of a type of fence on one occasion does not mean or assure that the same or a similar fence will be allowed thereafter.

Section 27.2 - Clotheslines. Clotheslines or other apparatus for the purpose or drying clothing or other materials shall not be permitted on the Properties except within the interior of a dwelling unit. No clothes, bedding or other materials shall be allowed to hang from or be draped upon any exterior portion of any dwelling unit, including patio or deck railings, fences and the like.



ARTICLE TWENTY-EIGHT**NOTICE OF RULES TO GUESTS**

All licensees, guests, invitees and tenants of each and every lot owner shall be subject to the provisions of this Declaration and of the Rules and Regulations of the Association governing the use and enjoyment of all lands contained within the Properties, and they shall abide by such Covenants, Restrictions, and Rules and Regulations.

ARTICLE TWENTY-NINE**MAINTENANCE OF ORIGINAL APPEARANCE**

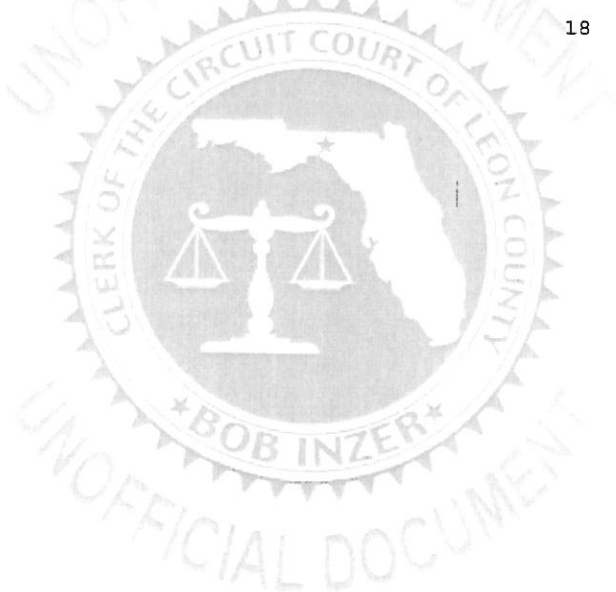
No individual Owner shall make or commence any alteration in exterior shape, color or appearance of the residence located upon such lot, nor construct any fence, wall or other pertinent structure in a manner materially changing or altering the appearance or integrity of the Properties, or any individual lot unless or until such changes are approved in writing and in advance by the Architectural Control Committee.

ARTICLE THIRTY**DRIVEWAY AND WALKWAY CONSTRUCTION**

All driveways shall be constructed of materials approved by the Architectural Control Committee. Walkways from the front entrance of any residence to any sidewalk shall be constructed of such materials and shall be placed in such locations as may be approved by the Architectural Control Committee. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way as to be acceptable to the Architectural Control Committee.

ARTICLE THIRTY-ONE**MAILBOXES**

No mailbox, paper box or other receptacle of any kind for use in the delivery or mail, newspapers, magazines or similar materials shall be erected or located on any lot unless and until the size, location, design and type of material for said boxes or receptacle shall have been approved in writing by the Architectural Control Committee. The Architectural Control Committee or the Association may develop uniform standards for all such receptacles. If and when the United States mail service, newspapers or the like shall indicate a willingness to make a



delivery to wall receptacles attached to residences of each Owner, each Owner, upon the request of the Association or the Architectural Control Committee, shall replace detached boxes or receptacles with receptacles attached to the dwellings or residences.

ARTICLE THIRTY-TWO

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, shrub plant or any structure which obstructs sight lines at elevations between three (3) and ten (10) feet above average grade of streets or roadways (measured from the center line) lying within the Property shall be placed or permitted to remain on any corner lot within a triangular area formed by the street for a roadway right-of-way line and a line connecting them at points twenty-five (25) feet from the intersection of the right-of-way or, in the case of a rounded property corner, from the intersection of such right-of-way lines as extended. No fence, wall, hedge, shrub plant or structure shall be maintained in such manner as to obstruct visibility from any alley or driveway located within the Properties. For this purpose, the same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances as set forth above unless the foliage line is maintained at a sufficient minimum and maximum height to prevent obstruction of such sight lines.

ARTICLE THIRTY-THREE

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the Properties. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channel in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company shall be responsible.



ARTICLE THIRTY-FOUR**REPAIR AND CONSTRUCTION OF ASSOCIATION
LANDS OR PROPERTY**

Within a reasonable time after a casualty loss or a loss or damage to property for which the Association has the responsibility of maintaining, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing said damaged property. The Association shall diligently repair or replace any such damaged property.

ARTICLE THIRTY-FIVE**DEVELOPMENT BY DECLARANT**

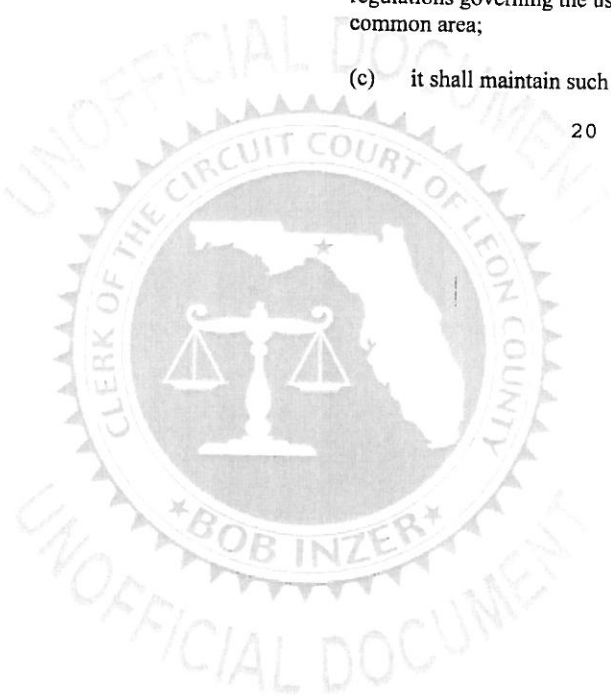
No provision set forth in this Declaration shall prohibit or prevent Declarant, its agents, contractors or subcontractors from performing work and activities as Declarant shall deem necessary, advisable or appropriate in connection with the development of the subdivisions; nor shall said provisions in any way prevent or restrict Declarant from maintaining such sign or signs on its property as it, in its sole discretion, shall deem necessary or desirable for the sale or other disposition thereof.

**ARTICLE THIRTY-SIX
ASSOCIATION POWERS AND AUTHORITY**

Section 36.1 - Creation. The Associations are created as of the recording of this Declaration. Each Association shall be governed by its own Board of Directors.

Section 36.2 - Powers and Authority. The Associations shall have the authority to enact reasonable Rules and Regulations for the implementation for the covenants, conditions, and restrictions set forth in this Declaration and shall have the following additional powers, duties and responsibilities:

- (a) it shall own in fee simple, maintain, repair and otherwise manage lands and properties of the Association, including all facilities, improvements, personal property and landscaping thereon;
- (b) it shall have the right to enact reasonable rules and regulations governing the use of the Association lands and common area;
- (c) it shall maintain such policy or policies of insurance



as the Board of Directors of the Association shall deem necessary, desirable and advisable;

(d) it shall have the authority to employ a manager or other persons and to contract with independent contractors or business entities to perform all or any part of its duties and responsibilities;

(e) it shall have the authority to employ persons and to contract with independent contractors or business entities to perform maintenance as provided in Article Four of this Declaration; and

(f) it shall maintain the restricted, common and conservation area or areas, if any, in compliance with all requirements of the recorded plat of the Subdivision and all governmental entities with jurisdiction over such area or areas.

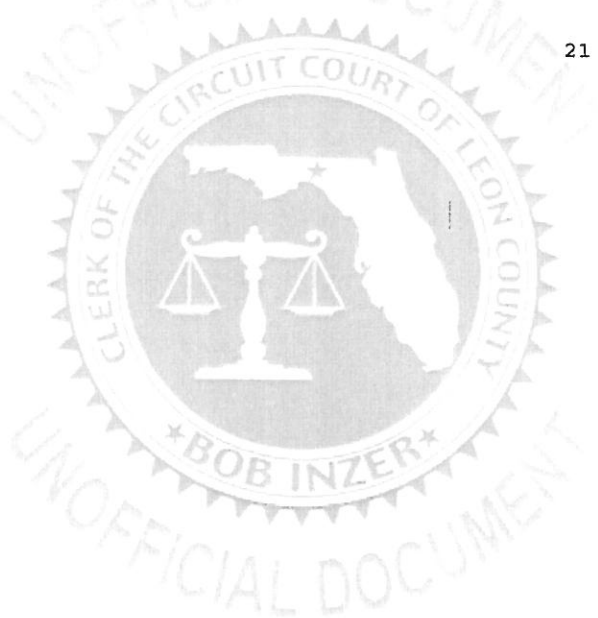
Section 36.3 - Membership. Each owner of a Lot lying within the Subdivision subject to this Declaration shall upon acquisition of legal title to such Lot, become a member of the Association and shall retain such membership until such time as he/she/they shall no longer own a Lot subject to this Declaration, at which time his/her/their membership in the Association shall terminate.

Section 36.4 - Voting. Members shall be all Lot Owners and shall be entitled to one (1) vote for each Lot owned. When there shall exist multiple ownership in a given Lot, all such persons shall be members and the vote from such lot shall be exercised as they may determine among themselves, or as may hereinafter be determined by the Bylaws. In no event shall more than one (1) vote be cast with respect to any Lot. Notwithstanding, the Declarant shall have the right to appoint all the members of the Board of Directors of the Association until it has sold all of its Lots.

ARTICLE THIRTY-SEVEN

LIMITATION OF LIABILITY OF ASSOCIATION

Notwithstanding the duties of the Association, specifically including, but not limited to, its duties and obligations to maintain or repair Association property, the Association shall not be liable to owners, their invitees, licensees or guests for injury or damage caused by any latent defect or condition of Association property required to be maintained or repaired by the Association, or any injury or damage caused by acts of God or by third parties.



ARTICLE THIRTY-EIGHT**ENFORCEMENT OF OBLIGATIONS**

Each Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation and Bylaws of the Association, and any rule or regulation adopted by the Association. Upon failure of an Owner to so comply, the Association shall have the right to institute legal proceedings at law for damages or in equity to enforce the terms of these provisions against the offending Owner, and the prevailing party shall be entitled to recover costs and a reasonable attorney's fee. The failure of the Association to enforce any right, requirement, restriction, covenant or other provision of this Declaration, including any rule or regulation by bylaw adopted by the Association, shall not be deemed to be a waiver of the right to seek any remedy in equity or damages at law against any subsequent noncompliance.

ARTICLE THIRTY-NINE**ASSESSMENTS AND LIENS**

Section 39.1 - Covenant to Pay Assessments. The Declarant, for each lot owned within the Properties, hereby covenants and agrees, and each homeowner by acceptance of a deed for a lot located within the Properties or otherwise subject to this Declaration, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association; (a) annual and monthly assessments or charges as herein set forth and as established by the Association from time to time; and (b) special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided.

Section 39.2 Lien for Assessments. The annual, monthly and special assessments, together with interest, service charge, if any, costs and reasonable attorney's fees required to collect the same, if any, shall be a lien against the lot owned by the party failing to pay the same; provided, however, that any such lien shall be subordinate and inferior to any first mortgage encumbering such lot. Assessments shall be made pursuant to the Bylaws of the Association. No owner of a lot may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the properly owned by the Association or by the abandonment of his lot.

Section 39.3 - Purpose of Assessments. Assessments levied by the Association from time to time shall be used exclusively to promote and maintain the recreation, health, safety and welfare of the members of the Association, and for maintaining all the Properties within the subdivision as provided in this Declaration.

Section 39.4 - Deposits or Assessments. Any and all sums collected from assessments or related payments may be commingled with each other in a single account and shall be held and used for the purposes set forth in this Declaration, the Articles of Incorporation or Bylaws of the Association, or other agreements among the Owners or the Lots subject to this



Declaration.

Section 39.5 - Annual Assessments for Single Family (detached) Homes. Until December 31, 2006, the maximum annual assessment for a Single Family (detached) Home shall be **\$200.00 per YEAR per lot**, payable as is provided herein. Single Family (detached) Home assessments shall be paid to the Master Association. **SUMMER LAKE HOMEOWNERS ASSOCIATION OF TALLAHASSEE, INC.**

Section 39.6 - Assessments for Townhomes. Until December 31, 2006, the maximum assessment for a Townhome shall be **\$225.00 per QUARTER per lot**, payable in advance as is provided herein. Townhome assessments shall be paid to the sub-Association, **VILLAGES OF SUMMER LAKE HOMEOWNERS ASSOCIATION OF TALLAHASSEE, INC.**

The assessments for vacant Townhome lots (lots on which no dwelling has been constructed) shall be **\$100.00 per YEAR per lot**, payable in advance. Once a certificate of occupancy has been issued for a dwelling on a Townhome lot, the full Quarterly assessment shall be due and payable, regardless of whether an assessment was paid on the vacant lot during the same year.

The sub-Association may change the billing period for assessments from Quarterly to Monthly, or vice versa, at such times as the sub-Association deems appropriate, in its sole and absolute discretion.

Section 39.7 - Maximum Increases. From and after January 1, 2007, the maximum annual assessment may be increased each year by not more than TEN PERCENT (10%) above the maximum assessment for the previous year by the Association's Board of Directors without a vote of the membership. From and after January 1, 2007, the maximum annual assessment may be increased by more than TEN PERCENT (10%) only by the vote or written approval of at least SIXTY PERCENT (60%) of the votes entitled to be cast of property owners belonging to the Association.

Section 39.8 - Other Assessments. If the Association enforces its right to maintain landscaping on a single family (detached) lot as provided in Section 4.2 of this Declaration, payment for this service shall be due within thirty (30) days after written notice of the cost is sent from the Association to each lot owner.

Section 39.9 - Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of any area or improvement which is the responsibility of the Association, including improvements, fixtures, real or personal property



related thereto; provided, however, that any such special assessment shall be made in accordance with the Bylaws of the Association.

Section 39.10 - Collection of Assessments. Annual assessments shall be due and payable on the first of January of each year, and shall be delinquent if not paid by the 15th day of February of each year. Quarterly assessments shall be due and payable on the first day of the month at the beginning of each quarter, in advance, and shall be delinquent if not paid by the 15th day of that month. Monthly assessments shall be due and payable on the first of each month, in advance, and shall be delinquent if not paid by the 15th day of the month. Special assessments shall be due and payable in accordance on such dates and such terms as may be adopted by the Association. No setoffs shall be allowed to any Owner for repairs or improvements, or services contracted for by any Owner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the Owners all legal costs, including a reasonable attorney's fee, incurred by the Association in connection with or incident to the collection of such assessment and/or service charges or fees in connection with the enforcement of the lien resulting therefrom.

*annual
Quarterly
1st day
15th*

Section 39.11 - Service Charge for Delinquent Assessment. In order to defray the cost of bookkeeping, billing and related expenses, all assessments not paid within fifteen (15) days after the due date, may, upon the decision of the Board or Directors of the Association, bear a service charge of five percent (5%) of the past due amount.

*5%
past due
amount*

Section 39.12 - Effective Transfer of Title on Assessment. The sale or transfer of any lot shall not adversely affect the assessment lien; provided, however, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding or transfer in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof. In any voluntary conveyance, the Grantee of a lot upon which there shall exist any unpaid assessments due the Association, shall be jointly and severally liable with the Grantor for all such unpaid assessments up to the time of such voluntary conveyance without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefore. Any such Grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments against the Grantor to the Association, upon request, and such Grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for any unpaid assessments made by the Association against the Grantor in excess of the amount of the statement; provided further, however, the Grantee thereof shall be liable for all assessments becoming due after the date of such transfer.

Section 39.13 - Rights of Declarant. Notwithstanding anything herein to the contrary, Declarant shall be exempt from the payment of assessments against Lots owned by the Declarant. Declarant covenants and agrees that so long as this exemption is in effect, Declarant shall pay on the behalf of, or reimburse the Association, all expenses incurred by the Association in the performance of duties hereunder, exclusive of reserves, in excess of the amount of assessments levied against owners other than Declarant; provided, however, that in no event shall



Declarant be liable for payment of an amount in excess of the amount Declarant would be obligated to pay if this exemption from payment of assessments were not in effect.

ARTICLE FORTY

AMENDMENTS TO THIS DECLARATION: VARIANCES AND WAIVER OF MINOR VIOLATIONS

Section 40.1 - Declarant specifically reserves the absolute and unconditional right, as long as it owns any of the Lots and any of the Additional Property to amend this Declaration, in whole or in part, without the consent or joinder of any party, (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Department of Veteran Affairs, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iii) to protect, clarify, or make internally consistent the provisions herein; or (iv) to correct any error or omission, or (v) to clarify or conform this Declaration to the intention's of the Declarant for the protection and preservation of the development; or (vi) for any other purpose so long as a member's voting rights are not diluted and its assessments not increased except as provided herein, and so long as its rights to the use and enjoyment of his/her/their Lot is not materially altered.

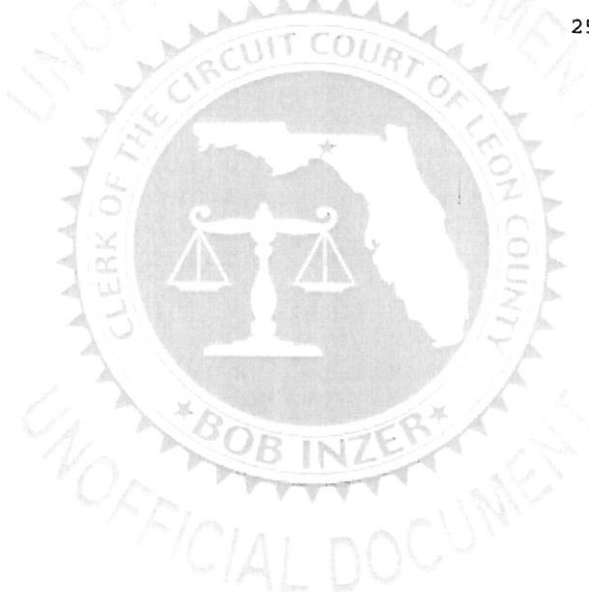
Section 40.2 - The Declarant, at any time, further reserves and shall have the sole right to amend this Declaration for the purpose of curing any ambiguity or any inconsistency between the provisions contained in this Declaration; and, the further right to waive any violation of these covenants, conditions, and restrictions (including, without limiting the foregoing, violations of building restriction lines or minimum living area requirements and the provisions hereof relating thereto) if the Declarant, in its sole judgment, determines such violation or need for amendment to be minor.

Section 40.3 - The Architectural Control Committee shall have the power and authority to grant variances and waive any violation of this Declaration wherein the judgment of the Architectural Control Committee, any such violation may be minor. Upon such time as the Architectural Control Committee shall cease to function, the duties and obligations of the Architectural Control Committee as set forth in this Declaration, shall be granted to the Board of Directors of the Association.

ARTICLE FORTY-ONE

TERMINATION OF DECLARANT'S LEGAL OBLIGATION

At such time as the Declarant shall sell, convey or otherwise dispose of its interest



in and to all of the Lots in the Subdivision, Declarant shall be entitled to be relieved of the performance of any duty or obligation set forth herein.

ARTICLE FORTY-TWO

DURATION

These restrictive covenants shall run with the land and shall be binding until December 31, 2030, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument in writing signed by at least a majority of the then lot owners has been recorded agreeing to change, amend or terminate said covenants and restrictions.

ARTICLE FORTY-THREE

NOTICE

Any notice required to be sent to any Owner under the provisions of this Declaration or to any member of the Association shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the record Owner according to the Public Records of Leon County, Florida, at the time of such mailing, or at such other address as may be designated in writing to the Association by such Owner from time to time. Any notice required to be sent to the Association, its Board of Directors or the Architectural Control Committee shall be sent to the address of the Association reflected by the Division of Corporations, Department of State.

ARTICLE FORTY-FOUR

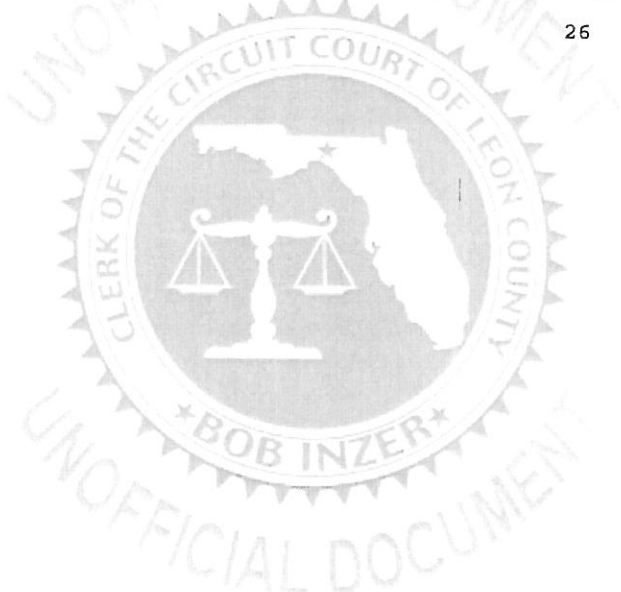
MISCELLANEOUS

Section 44.1 - Titles. The titles of each article, section or paragraph and subparagraph of this Declaration are for convenience only and shall be deemed to have no legal effect in the interpretation of the provisions of this Declaration.

Section 44.2 - Severability. The invalidity in whole or in part of any covenant, condition, restriction, agreement, provisions, article, section, subsection, sentence, clause, phrase, or word contained in this Declaration, or any Article of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

Section 44.3 - Governing Law. This Declaration shall be governed in all respects under the laws of the State of Florida.

Section 44.4 - Reference to Gender, Number. The reference to the masculine, the



feminine, neuter, singular or plural, as the case may be, shall mean and include the opposite sex, gender or number wherever the context so requires or admits.

ARTICLE FORTY-FIVE

Master Association and Sub-Association Provisions

Section 45.1 - Membership and voting rights in the sub-Association shall be comprised of Townhome lot owners only. The sub-Association shall be comprised of its own Board of Directors, and shall appoint its own Architectural Control Committee.

Membership and voting rights in the Master Association shall be comprised of Single Family (detached) lot owners only. The Master Association shall be comprised of its own Board of Directors, and shall appoint its own Architectural Control Committee.

Section 45.2 - It is the intent of the Declarant that ***SUMMER LAKE HOMEOWNERS ASSOCIATION OF TALLAHASSEE, INC.*** be the primary governing body over the Single Family (detached) Homes, and accordingly be primarily responsible for budgeting, management, maintenance, and enforcement of these covenants as to the Single Family (detached) Homes.

It is the intent of the Declarant that ***VILLAGES OF SUMMER LAKE HOMEOWNERS ASSOCIATION OF TALLAHASSEE, INC.*** be the primary governing body over the TOWNHOMES, and accordingly be primarily responsible for budgeting, management, maintenance, and enforcement of these covenants as to the TOWNHOMES.

Provided, however, that the Declarant recognizes that the Single Family (detached) Homes and the Townhomes are a part of one large development and therefore the rights and obligations provided in these covenants are not entirely separable. Therefore, the sub-Association and Master Association must work in harmony to protect and preserve the subdivisions and its common areas and to enforce the covenants and restrictions provided in this Declaration, and the members of each Association all have a vested interest in the values, amenities, and preservation of the entire development.

Section 45.3 - The sub-Association and Master Association are jointly responsible for upkeep and maintenance of the main front entrance sign to the subdivisions (on Old Bainbridge Road) and other related common areas around the sign. The Master Association shall include in its budget the actual costs of maintaining said sign and related common area, and the sub-Association shall pay to the Master Association an amount equal to THIRTY PERCENT (30%) of said actual total costs.

Section 45.4 - Members of the sub-Association and Master Association have equal rights to access the common areas for maintenance, use, or enjoyment.



IN WITNESS WHEREOF, the Declarant has caused this Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements to be executed as of the day and year first above written.

WITNESSES:

7/2/06
Print Name: F. Michael Dimitroff

Behzad Ghazvini
BEHZAD GHAZVINI

Cornelia B. Fletcher
Print Name: Cornelia B. Fletcher

Thomas B. Asbury
THOMAS B. ASBURY

Hossein Ghazvini
HOSSEIN GHAZVINI

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 20th day of July, 2006,
by **BEHZAD GHAZVINI and HOSSEIN GHAZVINI**. ☐ They are personally known to me; or ☒ They have produced _____ as identification.



7/2/06
NOTARY PUBLIC
My Commission Expires: 10/22/09

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 20th day of July, 2006,
by **THOMAS B. ASBURY**, ☒ They are personally known to me; or ☐ They have produced _____ as identification.

Shawn P. Goletz
NOTARY PUBLIC
My Commission Expires: _____



Exhibit A

SUMMER LAKE PHASE 2

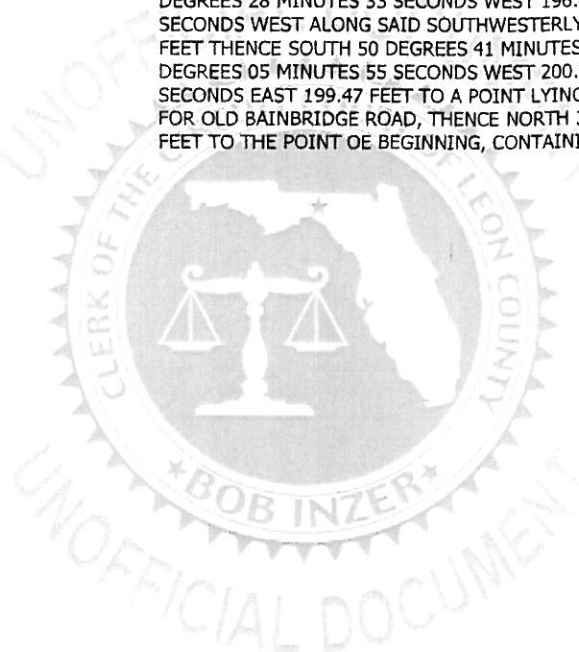
BEGIN AT THE SOUTHWEST CORNER OF LOT 14, BLOCK "A" OF HARTSFIELD PLANTATION, UNIT 1, PLAT BOOK 10, PAGE 49, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUBDIVISION AS FOLLOWS: NORTH 58°32'33" WEST 276.60 FEET; THENCE NORTH 69°55'37" WEST 100.13 FEET; THENCE NORTH 84°23'16" WEST ALONG SAID SOUTHERLY BOUNDARY AND AN EXTENSION THEREOF A DISTANCE OF 298.54 FEET TO A POINT LYING ON THE SOUTHERLY BOUNDARY OF HARTSFIELD PLANTATION UNIT II, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 40 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA; THENCE NORTH 88°38'08" WEST ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 748.38 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT OF WAY BOUNDARY OF HICKORY TREE LANE AND THE NORTHERLY BOUNDARY OF THE PLAT OF SUMMER LAKE PHASE 1, PLAT BOOK 17, PAGE 19 AND ALSO BEING A POINT ON A NON TANGENTIAL CURVE CONCAVE EASTERLY HAVING A RADIUS OF 139.00 FEET; THENCE DEPART SAID NORTHERLY BOUNDARY, ALONG SAID EASTERLY RIGHT OF WAY BOUNDARY THE FOLLOWING TWO COURSES TO WIT: SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°55'15" FOR AN ARC LENGTH OF 7.09 FEET (CHORD BEARS SOUTH 02°51'10" WEST 7.09 FEET); SOUTH 01°23'33" WEST 17.92 FEET TO THE NORTHWEST CORNER OF BLOCK "F" OF SAID PLAT OF SUMMER LAKE PHASE 1; THENCE DEPART SAID EASTERLY RIGHT OF WAY BOUNDARY, AND ALONG THE NORTH AND EASTERLY BOUNDARY OF SAID BLOCK "F" THE FOLLOWING THREE COURSES TO WIT: SOUTH 88°38'08" EAST 135.00 FEET; SOUTH 01°23'33" WEST 135.07 FEET TO A POINT OF CURVE TO THE RIGHT; SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 385.00 THROUGH A CENTRAL ANGLE OF 65°59'16" FOR AN ARC LENGTH OF 443.41 FEET (CHORD BEARS SOUTH 34°23'10" WEST 419.30 FEET); THENCE DEPART EASTERLY BOUNDARY, SOUTH 67°22'48" WEST 147.34 FEET; THENCE SOUTH 00°34'04" EAST 520.95 FEET; THENCE NORTH 89°08'53" EAST 192.22 FEET; THENCE SOUTH 00°44'57" EAST 310.00 FEET; THENCE SOUTH 03°17'38" WEST 112.84 FEET; THENCE NORTH 84°18'08" EAST 455.74 FEET TO A POINT OF CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 924.93 FEET THROUGH A CENTRAL ANGLE OF 07°35'44" FOR AN ARC LENGTH OF 122.61 FEET (CHORD BEARS NORTH 80°30'16" EAST 122.52 FEET); THENCE NORTH 76°42'24" EAST 548.40 FEET; THENCE NORTH 03°20'35" WEST 84.78 FEET; THENCE NORTH 12°46'14" EAST 398.79 FEET TO A CONCRETE MONUMENT (#7245); THENCE N09°47'43"W 60.00' TO A CONCRETE MONUMENT (#7245) AND A NON-TANGENTIAL CURVE TO THE RIGHT; THENCE ALONG SAID CURVE WITH A RADIUS OF 330.00' THROUGH A CENTRAL ANGLE OF 16°43'26" FOR AN ARC DISTANCE OF 96.32' (THE CHORD OF SAID CURVE N88°34'00"E 95.98') TO A CONCRETE MONUMENT (#7245); THENCE S83°04'17"E 282.13' TO A CONCRETE MONUMENT (#7245) MARKING A POINT OF CURVE TO THE LEFT; THENCE ALONG SAID CURVE WITH A RADIUS OF 180.00' THROUGH A CENTRAL ANGLE OF 54°29'46" FOR AN ARC DISTANCE OF 171.20' (THE CHORD OF SAID CURVE N69°40'50"E 164.82') TO A CONCRETE MONUMENT (#7245); THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 180.00 FEET THROUGH A CENTRAL ANGLE OF 05°29'04" FOR AN ARC LENGTH OF 17.23 FEET (CHORD BEARS NORTH 39°41'24" EAST 17.22 FEET); THENCE NORTH 30°07'02" WEST 598.61 FEET TO THE POINT OF BEGINNING. CONTAINING 44.26 ACRES, MORE OR LESS.



Hartsfield 1124

A PARCEL OF LAND LYING IN SECTION 15 TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA: SURVEYED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 2, BLOCK "A" HARTSFIELD PLANTATION UNIT I, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 49 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY BOUNDARY OF OLD BAINBRIDGE ROAD, AND RUN THENCE SOUTH 67 DEGREES 55 MINUTES 56 SECONDS WEST ALONG THE SOUTHERLY BOUNDARY OF SAID HARTSFIELD PLANTATION UNIT I A DISTANCE OF 614.98 FEET, THENCE CONTINUE ALONG SAID SOUTHERLY BOUNDARY AS FOLLOWS: SOUTH 70 DEGREES 20 MINUTES 03 SECONDS WEST 384.24 FEET, THENCE SOUTH 77 DEGREES 17 MINUTES 13 SECONDS WEST 358.76 FEET, THENCE LEAVING SAID SOUTHERLY BOUNDARY RUN SOUTH 30 DEGREES 07 MINUTES 02 SECONDS EAST 598.61 FEET TO A POINT LYING ON A CURVE CONCAVE NORTHERLY, THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 180.00 FEET THROUGH A CENTRAL ANGLE OF 05 DEGREES 29 MINUTES 04 SECONDS FOR AN ARC LENGTH OF 17.23 FEET (CHORD BEARS SOUTH 39 DEGREES 41 MINUTES 24 SECONDS WEST 17.22 FEET), THENCE SOUTH 48 DEGREES 53 MINUTES 54 SECONDS EAST 338.34 FEET, THENCE NORTH 41 DEGREES 06 MINUTES 06 SECONDS EAST 7.69 FEET, THENCE SOUTH 48 DEGREES 53 MINUTES 54 SECONDS EAST 170.00 FEET, THENCE NORTH 41 DEGREES 06 MINUTES 06 SECONDS EAST 72.31 FEET TO A POINT OF CURVE TO THE RIGHT, THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS FOR AN ARC LENGTH OF 47.12 FEET (CHORD BEARS NORTH 86 DEGREES 06 MINUTES 06 SECONDS EAST 42.43 FEET), THENCE SOUTH 48 DEGREES 53 MINUTES 54 SECONDS EAST 80.00 FEET THENCE SOUTH 41 DEGREES 06 MINUTES 06 SECONDS WEST 387.50 FEET THENCE NORTH 48 DEGREES 53 MINUTES 54 SECONDS WEST 110.00 FEET, THENCE SOUTH 41 DEGREES 06 MINUTES 06 SECONDS WEST 109.48 FEET TO A POINT OF CURVE TO THE RIGHT, THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 200.00 FEET THROUGH A CENTRAL ANGLE OF 44 DEGREES 38 MINUTES 02 SECONDS FOR AN ARC LENGTH OF 155.80 FEET (CHORD BEARS SOUTH 63 DEGREES 25 MINUTES 08 SECONDS WEST 151.89 FEET), THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 153.80 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY BOUNDARY FOR INTERSTATE 10 SAID POINT ALSO LYING ON A CURVE CONCAVE NORTHERLY, THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE HAVING A RADIUS OF 11259.20 FEET THROUGH A CENTRAL ANGLE OF 04 DEGREES 34 MINUTES 03 SECONDS FOR AN ARC LENGTH OF 897.57 FEET (CHORD BEARS NORTH 76 DEGREES 55 MINUTES 31 SECONDS EAST 897.33 FEET), THENCE NORTH 73 DEGREES 35 MINUTES 01 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY BOUNDARY A DISTANCE OF 83.11 FEET THENCE NORTH 72 DEGREES 38 MINUTES 07 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY BOUNDARY A DISTANCE OF 147.48 FEET, THENCE NORTH 48 DEGREES 53 MINUTES 54 SECONDS WEST 1014.78 FEET THENCE NORTH 87 DEGREES 01 MINUTES 27 SECONDS EAST 399.71 FEET, THENCE NORTH 87 DEGREES 07 MINUTES 50 SECONDS EAST 415.64 FEET THENCE NORTH 01 DEGREES 11 MINUTES 50 SECONDS EAST 201.63 FEET THENCE NORTH 84 DEGREES 17 MINUTES 48 SECONDS EAST 372.00 FEET TO A POINT LYING ON THE SOUTHWESTERLY RIGHT OF WAY BOUNDARY FOR OLD BAINBRIDGE ROAD SAID POINT ALSO BEING ON A CURVE CONCAVE NORTHEASTERLY, THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE HAVING A RADIUS OF 5762.65 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 56 MINUTES 58 SECONDS FOR AN ARC LENGTH OF 95.48 FEET (CHORD BEARS NORTH 43 DEGREES 53 MINUTES 00 SECONDS WEST 95.48 FEET), THENCE SOUTH 84 DEGREES 21 MINUTES 03 SECONDS WEST 120.97 FEET, THENCE SOUTH 05 DEGREES 38 MINUTES 57 SECONDS EAST 15.00 FEET THENCE SOUTH 84 DEGREES 11 MINUTES 24 SECONDS WEST 169.83 FEET THENCE NORTH 32 DEGREES 17 MINUTES 53 SECONDS WEST 225.34 FEET THENCE NORTH 84 DEGREES 41 MINUTES 48 SECONDS EAST 256.20 FEET TO A POINT LYING ON THE SOUTHWESTERLY RIGHT OF WAY BOUNDARY FOR OLD BAINBRIDGE ROAD SAID POINT ALSO BEING ON A CURVE CONCAVE NORTHEASTERLY, THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE HAVING A RADIUS OF 5762.65 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREES 57 MINUTES 04 SECONDS FOR AN ARC LENGTH OF 196.25 FEET (CHORD BEARS NORTH 40 DEGREES 28 MINUTES 33 SECONDS WEST 196.24 FEET), THENCE NORTH 38 DEGREES 44 MINUTES 14 SECONDS WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY BOUNDARY A DISTANCE OF 55.66 FEET THENCE SOUTH 50 DEGREES 41 MINUTES 17 SECONDS WEST 199.83 FEET THENCE NORTH 39 DEGREES 05 MINUTES 55 SECONDS WEST 200.00 FEET THENCE NORTH 50 DEGREES 41 MINUTES 17 SECONDS EAST 199.47 FEET TO A POINT LYING ON SAID SOUTHWESTERLY RIGHT OF WAY BOUNDARY FOR OLD BAINBRIDGE ROAD, THENCE NORTH 39 DEGREES 05 MINUTES 55 SECONDS WEST 17.47 FEET TO THE POINT OF BEGINNING, CONTAINING 29.61 ACRES, MORE OR LESS.

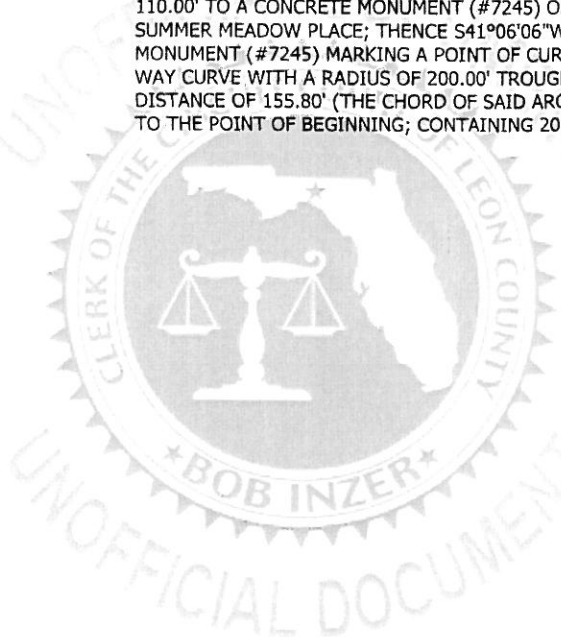


Hartsfield Place

A PARCEL OF LAND LYING IN SECTIONS 15 AND 16 TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA; SURVEYED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 20.34-ACRE, MORE OR LESS, PARCEL OF LAND LYING IN SECTIONS 15 AND 16, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT (#284) MARKING THE SE CORNER OF LOT 2, BLOCK 'A' OF HARTSFIELD PLANTATION UNIT 1 AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 49 OF THE PUBLIC RECORDS OF LEON COUNTY FLORIDA, AND RUN THENCE S39°05'55"E ALONG THE SOUTHEASTERLY RIGHT OF WAY BOUNDARY OF OLD BAINBRIDGE ROAD 17.47' TO A CONCRETE MONUMENT (#7245); THENCE S39°11'57"E ALONG SAID RIGHT OF WAY BOUNDARY 200.00' TO A ¾" IRON PIPE; THENCE S38°44'14"E ALONG SAID RIGHT OF WAY BOUNDARY 55.66' TO A 6'X6" CONCRETE MONUMENT ON A CURVE CONCAVE TO THE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY BOUNDARY CURVE WITH A RADIUS OF 5762.65' THROUGH A CENTRAL ANGLE OF 05°10'38" FOR AN ARC DISTANCE OF 520.70' (THE CHORD OF SAID ARC BEING S41°46'10"E 520.52' TO A CONCRETE MONUMENT ('X' IN TOP); THENCE S84°17'48"W 372.00' TO AN IRON ROD & CAP (#4664); THENCE S01°11'50"W 201.63' TO A 5/8" IRON ROD; THENCE S87°07'50"W 415.64' TO A CONCRETE MONUMENT (#3825); THENCE S87°01'27"W 399.71' TO A CONCRETE MONUMENT (#3825); THENCE S48°53'54"E 1014.78' TO A CONCRETE MONUMENT (#7245) ON THE NORTHERLY RIGHT OF WAY BOUNDARY OF STATE ROAD NO. 8 (INTERSTATE HIGHWAY #10); THENCE S72°38'07"W ALONG SAID RIGHT OF WAY 147.48' TO A CONCRETE MONUMENT (#7245); THENCE S73°35'01" W ALONG SAID RIGHT OF WAY 83.11' TO A 5/8" IRON REBAR MARKING A POINT OF CURVE TO THE RIGHT; THENCE ALONG SAID RIGHT OF WAY CURVE WITH A RADIUS OF 11259.20' THROUGH A CENTRAL ANGLE OF 04°34'03" FOR AN ARC DISTANCE OF 897.57' (THE CHORD OF SAID ARC BEING S76°55'31"W 897.33') TO A CONCRETE MONUMENT (#7245) FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID RIGHT OF WAY CURVE WITH A RADIUS OF 11259.20' THROUGH A CENTRAL ANGLE OF 03°28'20", FOR AN ARC DISTANCE OF 682.31' (THE CHORD OF SAID ARC BEING S80°56'42"W 682.20') TO A CONCRETE MONUMENT (#7245); THENCE N89°11'10"W 403.91' TO AN IRON ROD; THENCE S80°21'06"W 307.90' TO A CONCRETE MONUMENT (#7245); THENCE N04°37'35"W 221.85' TO A CONCRETE MONUMENT (#7245); THENCE N84°18'08"E 154.78' TO A CONCRETE MONUMENT (#7245) MARKING A POINT OF CURVE TO THE LEFT, THENCE ALONG SAID CURVE WITH A RADIUS OF 984.93' THROUGH A CENTRAL ANGLE OF 06°07'35" FOR AN ARC DISTANCE OF 105.31' (THE CHORD OF SAID CURVE N81°07'42"E 105.26') TO A CONCRETE MONUMENT (#7245); THENCE N09°38'38"E 64.80' TO A CONCRETE MONUMENT (#7245); THENCE N76°42'24" E 548.40' TO A CONCRETE MONUMENT (#7245); THENCE N03°20'35" W 84.78' TO A CONCRETE MONUMENT (#7245); THENCE N12°46'14"E 308.79' TO A CONCRETE MONUMENT (#7245) ON THE SOUTHERLY RIGHT OF WAY BOUNDARY OF SAN DAMIAN ROAD MARKING A POINT ON A CURVE CONCAVE TO THE SOUTH; THENCE EASTERLY ALONG SAID RIGHT OF WAY BOUNDARY CURVE WITH A RADIUS OF 270.00' THROUGH A CENTRAL ANGLE OF 16°43'26" FOR AN ARC DISTANCE OF 78.81' (THE CHORD OF SAID ARC BEING N88°34'01"E 7853') TO A CONCRETE MONUMENT (#7245); THENCE S83°04'17"E EASTERLY ALONG SAID RIGHT OF WAY BOUNDARY 282.13' TO A CONCRETE MONUMENT (#7245) MARKING A POINT OF CURVE TO THE LEFT; THENCE ALONG SAID RIGHT OF WAY BOUNDARY CURVE WITH A RADIUS OF 240.00' THROUGH A CENTRAL ANGLE OF 54°49'44" FOR AN ARC DISTANCE OF 229.67' (THE CHORD OF SAID ARC BEING N69°30'51"E 221.00'); THENCE S48°53'54"E 278.32' TO A CONCRETE MONUMENT (#7245); THENCE N41°06'06"E 7.69'; THENCE S48°53'54"E 170.00' TO A CONCRETE MONUMENT (#7245) ON THE SOUTHEASTERLY RIGHT OF WAY BOUNDARY OF SUMMER MEADOW PLACE; THENCE N41°05'06" E ALONG SAID RIGHT OF WAY BOUNDARY 72.31' TO A CONCRETE MONUMENT (#7245) MARKING A POINT OF CURVE TO THE RIGHT; THENCE ALONG SAID RIGHT OF WAY BOUNDARY CURVE WITH A RADIUS OF 30.00' THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 47.12' (THE CHORD OF SAID ARC BEING N86°06'06"E 42.43') TO A CONCRETE MONUMENT (#7245) ON THE SOUTHWESTERLY RIGHT OF WAY BOUNDARY OF SUMMER MEADOW DRIVE; THENCE S48°53'54"E ALONG SAID RIGHT OF WAY 80.00' TO A CONCRETE MONUMENT (#7245); THENCE S41°06'06"W 387.50' TO A CONCRETE MONUMENT (#7245); THENCE N48°53'54"W 110.00' TO A CONCRETE MONUMENT (#7245) ON THE SOUTHERLY RIGHT OF WAY BOUNDARY OF SUMMER MEADOW PLACE; THENCE S41°06'06"W ALONG SAID RIGHT OF WAY 109.48' TO A CONCRETE MONUMENT (#7245) MARKING A POINT OF CURVE TO THE RIGHT; THENCE ALONG SAID RIGHT OF WAY CURVE WITH A RADIUS OF 200.00' THROUGH A CENTRAL ANGLE OF 44°38'02" FOR AN ARC DISTANCE OF 155.80' (THE CHORD OF SAID ARC BEING S63°25'08"W 151.89'); THENCE SOUTH 153.81' TO THE POINT OF BEGINNING; CONTAINING 20.34 ACRES, MORE OR LESS.



UNOFFICIAL DOCUMENT