

FINAL

THIS INSTRUMENT PREPARED BY:

JAMES O. SHELFER, Attorney
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OR 138 | Page 1251

Rec 6-23-89

DECLARATION OF RESTRICTIVE COVENANTS
OF SUMMERBROOKE, PHASE I, A RECORDED
SUBDIVISION IN LEON COUNTY, FLORIDA.

SUMMERBROOKE, a Florida General Partnership consisting of FRED G. SHELFER; FRED G. SHELFER, JR. and PEAVY & SON CONSTRUCTION CO., INC., is the owner of the property described in Exhibit "A" located in Leon County, Florida. By this instrument, the owner imposes upon the land described in Exhibit "A" for the benefit of the present and the future owners of the land, the following conditions, restrictions and limitations which shall be covenants running with the land, binding upon the owner, its heirs and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representatives and assigns.

ARTICLE I - DEFINITIONS

1. "Declarant" shall mean and refer to SUMMERBROOKE, a Florida General Partnership consisting of FRED G. SHELFER; FRED G. SHELFER, JR. and PEAVY & SON CONSTRUCTION CO., INC., the owner of the property described in Exhibit "A".

2. "Association" shall mean and refer to SUMMERBROOKE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit.

3. "Easement" shall mean the easements shown on the plat of the property recorded in Plat Book 10, Page 15B & 15C of the Public Records of Leon County, Florida, 15, 15A,

4. "Lot" shall mean the property described in Exhibit "A" as divided into parcels for sale by the Declarant to the general public. The plat of the subdivision either has or will be recorded in the Public Records of Leon County, Florida. Each subdivided parcel as shown on the recorded plat shall be known as a "lot".

5. "Maintenance" shall mean the exercise of reasonable care to keep the lakes, wildlife habitat areas, landscaping, drainage, storm water detention facilities and other related improvements in good and functioning condition.

6. "Member" shall mean every person or entity that holds membership in the Association.

7. "Subdivision" shall mean the property described in Exhibit "A", known as SUMMERBROOKE, PHASE I, as divided into lots as shown on the plat recorded in the Public Records of Leon County, Florida.

8. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of a legal or beneficial interest in a lot, but shall not include those holding title as security for the performance of an obligation.

9. "Improvement" shall mean all buildings, out-buildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility pole lines and any other structure of any type or kind. Improvements to be placed on any lot require the approval of the Committee.

10. "Committee" shall mean the Architectural Control Committee as defined below.

11. "Living Area" shall mean those heated and air-conditioned areas which are completely finished as a living area and shall not include garages, carports, porches, patios or storage areas.

12. "Wildlife Habitat Area" shall mean those areas within the subdivision set aside by the Declarant as designated areas for the protection, enhancement and propagation of plant and animal life.

13. "Common Area" shall mean any land or facilities which the Association owns or maintains, including wildlife habitat areas, and any easements for drainage and storm water retention reserved to the Association.

ARTICLE II - SUMMERBROOKE
PROPERTY OWNERS ASSOCIATION, INC.

Section 1. General: Declarant has deemed it desirable for the efficient preservation of the values and amenities in the subdivision to create an agency to which should be delegated and assigned the powers of maintaining and administering the common

areas; administering and enforcing these covenants and restrictions; collecting and disbursing the assessments and charges hereinafter established; and for the purpose of promoting the common interest of the owners in SUMMERBROOKE. Declarant has filed with the Secretary of State of Florida, SUMMERBROOKE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation and Bylaws and may include, but shall not be limited to, maintenance of lakes, wildlife habitat areas, common areas, easements and other amenities used in common by all of the lot owners. The Association may engage in any other activity or assume any responsibility that the Association may consider desirable to promote common interests of the residents of SUMMERBROOKE.

The Association shall operate and maintain at its cost, and for the use and benefit of the owners of lots in SUMMERBROOKE, all land owned by the Association. The Association shall be responsible for the perpetual maintenance of the lakes and common areas within the subdivision. Roads and rights-of-way, stormwater facilities and easements shall be dedicated to the City or the County.

Section 2. Membership in the Association: Any person who owns a lot within the subdivision that is subject to these restrictions shall automatically be a member of the Association, provided, however, that where any lot is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the owners of the lot. In the event the owner of a lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

Section 3. Voting Rights: The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A membership shall be all owners with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned.

"Class B" - Class B membership shall be the Declarant, or its assigns, who shall be entitled to exercise two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when seventy-five percent (75%) of the lots are owned by persons or entities other than the Declarant, or on July 1, 1992, or when Declarant elects to terminate Class B membership, whichever occurs first.

No member shall be entitled to vote unless such member has fully paid all assessments as provided for herein as shown by the books of the Association.

ARTICLE III - ASSESSMENTS

Section 1. Creation of Lien and Owner's Obligation:

Each owner of a lot within the subdivision by acceptance of a Deed to the lot, whether or not it is expressed in the Deed or other conveyance, covenants and agrees to pay to the Association, annual assessments and special assessments to be fixed, established and collected from time to time as provided for in these restrictions. The annual and special assessments, together with such interest thereon, and costs of collection as provided for herein, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection as herein provided shall also be a perpetual obligation of the person which is the record owner of the lot at the time when the assessment becomes due.

Section 2. Purpose of Assessment: The assessments levied by the Association shall generally be used for the purpose of promoting the recreation, health, safety and welfare of the residents of SUMMERBROOKE. Specifically, but without limitation, the assessments shall be used for the improvement and maintenance of the lakes and common areas within the subdivision, including

but not limited to, the payment of taxes, insurance, repair or maintenance.

Section 3. Annual Assessments: Until changed by the Board of Directors of the Association, the annual assessments per lot shall be One Hundred Fifty Dollars and No Cents (\$150.00). The annual assessment may be increased or decreased by the Board not more frequently than annually; provided, however, that the annual assessment shall not be increased by more than ten percent (10%) per year per lot unless approval is obtained by the members of the Association in accordance with Section 4. below.

Section 4. Change in Maximum Annual Assessment: The Association may change the maximum amount of the annual assessment fixed by Section 3. above prospectively for any annual period, provided that any such change shall be approved by the Class B membership and two-thirds (2/3) of the votes of Class A members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

Section 5. Special Assessments: In addition to the annual assessments authorized by Section 3. above, the Association may levy in any assessment year, a special assessment, applicable to that year only. The special assessment shall be for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or maintenance of any improvement on the common areas, including any necessary fixtures and personal property relating thereto, and any extraordinary expense of operation or maintenance, provided that any such assessment shall have the consent of the Class B membership and a majority of the votes of Class A members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of a meeting to determine special

assessments shall be sent to all members at least thirty (30) days in advance of the meeting. The notice shall set forth the purpose of the meeting.

Section 6. Quorum: The quorum required for any action authorized by Sections 4. and 5. above shall be as follows:

At the first meeting called, as provided in Sections 4. and 5. hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4. and 5. hereof, and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the first (1st) meeting or thirty percent (30%) of the members entitled to vote either in person or by proxy.

Section 7. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the date that such assessment is due as determined by the Board, shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for assessment provided for herein by abandonment of his lot.

Section 8. Subordination of Assessment Lien: The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due.

ARTICLE IV - ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership: The Declarant and/or the Board of Directors shall appoint an Architectural Control Committee

consisting of six (6) members. The Declarant and/or the Board of Directors shall attempt to obtain a Committee consisting of the following:

- A. The Declarant or Designee - At such time as Declarant no longer wishes to serve or to appoint a designee or is incapable of doing so, the Board shall have the authority to make the appointment in Declarant's place;
- B. An Architect;
- C. A Landscape Architect;
- D. A Builder;
- E. A Real Estate Agent or Broker; and
- F. A member of the Association owning a lot within the subdivision.

The members of the Architectural Control Committee shall initially be chosen by the Declarant. The Board of Directors of the Association shall have the authority, but shall not be required to pay compensation to the members of the Committee.

Section 2. Purpose: No building, fence, structure, alteration, addition or improvement of any kind, other than interior alterations not affecting the external appearance of a building or structure shall be commenced, erected, placed or maintained upon any portion of any lot unless and until the plans and specifications therefore shall have been approved in writing by the Committee in its sole discretion as to harmony of external design and location in relation to surrounding structures and topography and as to aesthetic quality.

Section 3. Approval Procedures: Any approval requested of the Committee shall be requested in writing and shall be submitted to the Committee at the principal office of the Association. Such request must be complete with plans, plot plan, including a detailed plan for controlling sedimentation during construction, and landscape plan. If the Committee feels the plans are insufficient, it shall notify the applicant within

ten (10) days that no action will be taken until the insufficiency is corrected. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after complete plans in a form acceptable to the Committee have been submitted to it, approval shall be deemed to have been given if written notice by the applicant has been given to the Committee stating that no action was taken for thirty (30) days and requesting immediate action within ten (10) days, and the Committee fails to approve or disapprove within said ten (10) day period.

Within ten (10) days after the completion of construction of any improvement within SUMMERBROOKE, the owner, builder or other agent for the owner, shall give written notice to the Committee that the improvement is complete and ready for inspection. Within twenty (20) days after receipt of such notice, the Committee shall inspect the improvement and shall notify the owner in writing as to any defects or deficiencies which are found. This response from the Committee shall include a statement as to the corrections which should be made to correct any such deficiencies so as to render the improvement in compliance with the approved plans and specifications. The owner shall be given a reasonable period within which to correct such deficiencies. After being given a reasonable opportunity to do so, the Committee shall make such recommendations to the Board as it deems necessary for enforcing compliance with the approved plans and specifications. In the event the Committee fails to inspect the improvement and notify the owner in writing as to the defects within twenty (20) days after notice of completion, the improvement will be deemed in compliance with the plans and specifications previously approved.

Section 5. Administration: The Committee shall have the power to adopt rules and establish procedures not inconsistent with the provisions of this Declaration, including, but not limited to construction and development standards as may be deemed necessary

by the Committee to insure a quality development and to insure preservation of the aesthetic qualities of the subdivision. In addition, the Committee shall have the authority to set standards for the control of sedimentation and run-off during the clearing and construction of any improvements on lots within the subdivision. The written request and submittal of plans and specifications required pursuant to Section 2 hereof shall include, but not be limited to, a specific site plan; floor plans with elevations; accessory structures and features, including pool, deck plans, screen enclosures, mailboxes, fences and other pertinent structures; driveway and sidewalk locations; specific grading and clearing with sedimentation and run-off control; and landscaping plan, color scheme designating the precise color of all exterior surfaces and exterior materials to be used. The Committee may disapprove a plan for lack of artistic style or aesthetic quality. For example, the Committee may disapprove a plan because it is too square or "box-like", because the roof is too flat, because there is not sufficient landscaping or for any other reason that the Committee in its sole discretion, may deem appropriate. In addition to the basic roof and wall colors, the rendering or color scheme shall include, but not be limited to, the color of the trim, gutters, windows, shutters, decks, porches and all other exposed surfaces. The Committee, in its sole discretion, may disapprove a color scheme on the ground that it is not in conformance with the aesthetic character of the development. The Committee may disapprove any aluminum windows, doors or similar structures using aluminum. No pipes, wires or other appurtenances underneath or adjoining a structure shall be exposed, but shall be encased or housed as part of the overall construction project.

ARTICLE V - USE RESTRICTIONS

The subdivision shall be occupied and the lots within the subdivision shall be used only as follows:

Section 1. The property shall be used for residential purposes only, and only one (1) single family residence, together with approved out building, shall be allowed per lot.

Section 2. No lot within the subdivision shall be further subdivided.

Section 3. No mobile homes shall be allowed on the property.

Section 4. No building shall be erected within fifty (50) feet of the front property line or twenty (20) feet of the side or rear lot lines. Declarant or the Architectural Control Committee shall have the right in their discretion to vary these setback restrictions where strict enforcement will result in unnecessary hardship.

Section 5. No dwelling shall be constructed that contains less than two thousand (2,000) square feet of living area, exclusive of porches and garages. Once construction starts, work shall be pursued diligently until completed.

Section 6. Each dwelling shall have a functional carport or garage which shall be screened on sides which are visible from the street, which runs in front of or adjacent to the property. All garage and carport entrances shall face the rear property line or a side property line. In no instance shall the entrance be permitted to face the front property line of the property.

Section 7. No trailer, travel trailer, motor home, barn or other out building shall at any time be used as a residence, temporarily or permanently. Boats, trailers, campers or other recreational vehicles shall be parked or stored within the garage or placed behind the residence and shall not be visible from the street which runs in front of the property.

Section 8. All residences shall have a clearly defined driveway, and all driveways shall be constructed of concrete or "hot mix" asphalt or such other material as may be approved by the Architectural Control Committee. All foundations and chimneys shall be of masonry construction.

Section 9. The size, location, design and type of material of mail boxes or paper boxes or other receptacles of any kind, must be approved by the Architectural Control Committee.

Section 10. No business, trade or commercial activity shall be conducted on any lot.

Section 11. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent.

Section 12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any animal creating a nuisance or annoyance in the neighborhood shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance. No animal or pet shall be allowed to roam free within the subdivision.

Section 13. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

Section 14. There shall be no on street parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles or trailers, unless such parking is necessary under unusual circumstances, such as a large party or reception.

Section 15. All personal property kept on a lot shall be either kept and maintained in a proper storage facility or shall be stored at the rear of the home. However, nowhere on the property shall this provision be construed to permit junk cars, old appliances or the like from being kept anywhere on the property, including in the front, on the side or to the rear of the property. Any personal property, if it is to be stored on the lot, is to be stored in a completely enclosed structure approved by the Committee. Among other remedies and after thirty (30) days' notice to owner, the Association may come upon the lot to remove property being stored in violation of this provision.

all at the expense of the owner, which expense shall constitute a lien against said property. An automobile or other vehicle shall be considered a "junk car" under this provision if it is immobile for a period of thirty (30) days or longer and does not have a current license tag.

ARTICLE VI - COMMON AREAS

Section 1. Members' Easements of Enjoyment: Subject to the provisions of Section 3. hereof, every member shall have a right and easement of enjoyment in and to the common areas and such easement shall be appurtenant to and shall pass with the title to every lot. Each owner shall have a perpetual easement for ingress to and on all lakes located within the subdivision.

Section 2. Title to Common Areas: The Declarant may retain the legal title to the common areas until such time as he elects to convey the common areas to the Association.

Section 3. Extent of Members' Easements: The rights of easements of enjoyment created hereby shall be subject to the right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, shall be effective, unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Association irrespective of class of membership has been recorded, agreeing to the dedication and transfer.

Section 4. Maintenance: The Association shall maintain all common areas within the subdivision, including specifically all lakes and wildlife habitat and such areas within the public rights of way as agreed to specifically with Leon County.

ARTICLE VII - ENFORCEMENT

All covenants contained in this Declaration concerning the collection of assessments may be enforced only by the Association or Declarant by action at law or in equity to enforce the personal obligation of an owner for the payment of delinquent assessments or foreclosure of the lien against the lot; provided,

however, that any such action taken by Declarant shall be commenced in the name of the Association and on its behalf and all recovery of property or money damages shall be for the benefit of the Association. All remaining covenants and restrictions may be enforced by the Association, Declarant or any owner in any judicial proceeding seeking any remedy provided herein or recognizable at law or in equity, including damages, injunction or any other appropriate form of relief against any person violating any covenant, restriction or provision hereunder. The failure by any party to enforce any covenant, restriction or provision herein contained shall not be deemed a waiver of the right of such party to thereafter seek enforcement. The party bringing any action to enforce the covenants, restrictions or provisions hereof shall, if said party prevails, be entitled to all costs incurred, including, but not limited to, reasonable attorneys' fees. No liability shall attach to Declarant for the failure to enforce the terms of this Declaration.

ARTICLE VIII - DECLARANT'S DEVELOPMENT RIGHTS

Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, or any person or entity obtaining all or a substantial part of the Declarant's interest in SUMMERBROOKE, or contractors or subcontractors of Declarant from doing or performing on all or any part of SUMMERBROOKE actually owned or controlled by Declarant or upon the common areas, whatever Declarant determines to be reasonably necessary or advisable in connection with the completion of the development of the property, including, without limitation:

A. Erecting, constructing and maintaining structures as may be reasonably necessary for the conduct of Declarant's business of completing and establishing the property as a residential community and disposing of the lots by sale, lease or otherwise;

B. Conducting Declarant's business of completing and establishing the property as a residential community and marketing of the property in lots;

C. Maintaining such sign or signs as may be reasonably necessary in connection with the sale and marketing of the lots;

D. Provided, however, that operations being conducted under subparagraphs A., B. and C. immediately above shall be permitted upon only those parts of SUMMERBROOKE owned or controlled by the Declarant and the common areas.

ARTICLE IX - DEVELOPMENT IN PHASES

Declarant owns other property adjoining the platted subdivision. In addition, Declarant has an option on certain other property it hopes to acquire. Declarant intends to develop its adjoining property as additional phases of SUMMERBROOKE. Declarant reserves unto itself, its successors and/or assigns, the right to bring other property within the subdivision known as SUMMERBROOKE, and other homeowners within the Association known as SUMMERBROOKE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE X - AMENDMENTS

Section 1. By Declarant: Until Declarant's Class B membership in the Association is terminated as herein provided, all amendments or modification shall only be made by Declarant without the requirement of the Association's consent or the consent of the owners' provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Additionally, until Declarant's Class B membership is terminated, Declarant may waive or grant variance from any of the covenants and restrictions, other than those regarding payment of assessments, as to any lot, including set back restrictions, if the Declarant, in Declarant's sole

judgment, determines such variance to be a minor or insubstantial violation. After termination of Declarant's Class B membership in the Association, the right to grant such variances shall be exercised by the Architectural Control Committee.

Section 2. By Owners: Except as provided in Section 3. of this Article, after termination of Class B membership in the Association, this Declaration may be amended or terminated (i) by the consent of the owners of two-thirds (2/3) of all lots, together with (ii) the approval or ratification of a majority of the Board of Directions of the Association. The aforementioned consent of the owners may be evidenced by a writing signed by the required number of owners or by the affirmative vote of the required number of owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an assistant secretary of the corporation.

Section 3. Scrivener's Errors and Nonmaterial Changes: Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until Declarant's Class B membership is terminated and by the Board thereafter and without the need of consent of the owners.

Section 4. Limitations: Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, or of any institutional mortgagee under this Declaration without the specific written approval of the Declarant or institutional mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein, no amendment shall be made which would increase the liabilities of a then owner or prejudice the rights of a then owner or his family, guests, invitees and lessees to utilize or enjoy the benefits of the then existing common areas unless the owner or owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures of Section 2 required for adoption of an amendment to the Declaration.

Section 5. Effective Date of Amendments: Any amendment to this Declaration shall become effective upon a Certificate of Amendment to the Declaration setting forth the amendment or modification being recorded in the Public Records of Leon County, Florida.

ARTICLE XI - MISCELLANEOUS

Section 1. Severability: In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise, shall in no way affect any other provisions which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

Section 2. Notices: Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 3. Interpretation of Declaration: The Board shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith. All such interpretations shall be binding on the owners.

Section 4. Attorneys' Fees: In connection with any litigation, including appeals, arising out of this Declaration, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

IN WITNESS WHEREOF, this instrument has been executed by Declarant on this 13th day of June, 1989.

WITNESSES:

SUMMERBROOKE, a Florida General Partnership

Carla M. Lee

By: Fred G. Shelfer
FRED G. SHELFER,
Partner

Charles F. Shelfer

Carla M. Lee

By: Fred G. Shelfer, Jr.
FRED G. SHELFER, JR.,
Partner

Charles F. Shelfer

Carla M. Lee

PEAVY & SON CONSTRUCTION CO., INC., Partner

Charles F. Shelfer

By: M. D. Peavy, III
M. D. PEAVY, III,
President

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by FRED G. SHELFER on this 13th day of June, 1989.

Charles F. Shelfer
NOTARY PUBLIC

My Commission Expires: Notary Public, State of Florida
My Commission Expires May 28, 1990
Bonded Thru Troy Fair - Insurance Inc.

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by FRED G. SHELFER, JR. on this 13th day of June, 1989.

Charles F. Shelfer
NOTARY PUBLIC

My Commission Expires: Notary Public, State of Florida
My Commission Expires May 28, 1990
Bonded Thru Troy Fair - Insurance Inc.

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by M. D. PEAVY, III as President of PEAVY & SON CONSTRUCTION CO., INC. on this 13th day of June, 1989.

Charles F. Shelfer
NOTARY PUBLIC

My Commission Expires: Notary Public, State of Florida
My Commission Expires May 28, 1990
Bonded Thru Troy Fair - Insurance Inc.

ACKNOWLEDGEMENT

SUMMERBROOKE PROPERTY OWNERS ASSOCIATION, INC., by its President, hereby acknowledges the above Declaration and consents to the obligations of the Association as specified therein.

SUMMERBROOKE PROPERTY OWNERS
ASSOCIATION, INC.

By: *Fred L. Shellen, Jr.*
Its President

NOBLES, VARNUM & ASSOCIATES, INC.

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(904) 668-3211

EXHIBIT "A"

COMMENCING at the Southwest corner of Section 17, Township 2 North, Range 1 East, Leon County, Florida; thence South 89 degrees 31 minutes 21 seconds East, along the south boundary of said Section 17, a distance of 1130.91 feet; thence North a distance of 1304.34 feet; thence South 89 degrees 59 minutes 22 seconds West a distance of 420.14 feet to a concrete monument; thence continue South 89 degrees 59 minutes 22 seconds West a distance of 3424.52 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, continue South 89 degrees 59 minutes 22 seconds West a distance of 2496.45 feet to a concrete monument on the easterly maintained right-of-way of Meridian Road (County Road 155); thence along said right-of-way as follows: North 17 degrees 19 minutes 34 seconds East a distance of 5.71 feet; thence North 19 degrees 20 minutes 33 seconds East a distance of 95.41 feet; thence North 20 degrees 57 minutes 01 seconds East 98.99 feet; thence North 29 degrees 00 minutes 45 seconds East a distance of 95.27 feet; thence North 30 degrees 12 minutes 51 seconds East a distance of 95.06 feet; thence North 37 degrees 37 minutes 26 seconds East a distance of 402.01 feet; thence North 31 degrees 11 minutes 40 seconds East a distance of 102.15 feet; thence North 27 degrees 01 minutes 44 seconds East a distance of 106.17 feet; thence North 17 degrees 50 minutes 45 seconds East a distance of 101.95 feet; thence North 16 degrees 13 minutes 50 seconds East a distance of 102.41 feet; thence North 09 degrees 51 minutes 22 seconds East a distance of 103.67 feet; thence North 06 degrees 32 minutes 33 seconds East a distance of 127.47 feet; thence North 05 degrees 28 minutes 37 seconds West 101.03 feet; thence North 06 degrees 35 minutes 54 seconds West a distance of 100.57 feet; thence North 08 degrees 08 minutes 21 seconds West a distance of 99.57 feet; thence North 12 degrees 11 minutes 21 seconds West a distance of 99.88 feet; thence North 12 degrees 12 minutes 27 seconds West a distance of 99.30 feet; thence North 12 degrees 44 minutes 55 seconds West a distance of 99.93 feet; thence North 12 degrees 38 minutes 33 seconds West a distance of 100.04 feet; thence North 12 degrees 36 minutes 25 seconds West a distance of 99.34 feet; thence North 11 degrees 34 minutes 33 seconds West a distance of 99.57 feet; thence North 12 degrees 37 minutes 10 seconds West a distance of 98.25 feet; thence North 12 degrees 30 minutes 14 seconds West a distance of 100.04 feet to a concrete monument; thence North 89 degrees 17 minutes 51 seconds East, leaving said right-of-way, a distance of 1427.78 feet; thence South 30 degrees 00 minutes 00 seconds East a distance of 960.61 feet; thence South 66 degrees 31 minutes 01 seconds East a distance of 342.60 feet; thence South 88 degrees 03 minutes 12 seconds East a distance of 78.05 feet; thence South 66 degrees 31 minutes 01 seconds East a distance of 176.05 feet; thence South 01 degrees 53 minutes 35 seconds West a distance of 159.42 feet to a point on a curve concave to the northwest; thence southwesterly along said curve on a radius of 470.00 feet through a central angle of 09 degrees 00 minutes 48 seconds an arc distance of 73.94 feet (chord of 73.86 feet bears South 44 degrees 32 minutes 11 seconds West); thence South 40 degrees 57 minutes 25 seconds East a distance of 60.00 feet to a point on a curve concave to the southeast; thence southerly along said curve on a radius of 30.00 feet through a central angle of 84 degrees 27 minutes 54 seconds an arc distance of 44.23 feet (chord of 40.33 feet bears South 06 degrees 48 minutes 38 seconds West); thence South 55 degrees 48 minutes 36 seconds West a distance of 60.01 feet; thence South 35 degrees 25 minutes 19 seconds East a distance of 231.05 feet to a point of curve concave to the southwest; thence southeasterly along said curve on a radius of 270.00 feet through a central angle of 20 degrees 59 minutes 55 seconds an arc distance of 98.95 feet (chord of 98.40 feet bears South 24 degrees 55 minutes 22 seconds East); thence South 66 degrees 17 minutes 16 seconds West a distance of 328.58 feet; thence South 18 degrees 33 minutes 29 seconds East a distance of 48.07 feet; thence South 11 degrees 51 minutes 56 seconds West a distance of 154.28 feet; thence South 20 degrees 26 minutes 01 seconds West a distance of 419.67 feet to the POINT OF BEGINNING. The above described parcel contains 112.26 acres, more or less.

THIS INSTRUMENT PREPARED BY
JAMES O. SHELFER, Attorney
1300 Thomaswood Drive
Tallahassee, FL 32312
(904) 385-0070

JAN 11 11 20 AM '91

CR1473PC0338

AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS
OF SUMMERBROOKE, PHASE I, A RECORDED
SUBDIVISION IN LEON COUNTY, FLORIDA.

THIS AMENDMENT is made and entered into this 7th day of December, 1990, by SUMMERBROOKE, a Florida general partnership consisting of FRED G. SHELFER; FRED G. SHELFER, JR.; and PEAVY & SON CONSTRUCTION CO., INC., a Florida corporation, the "Declarant" as that term is defined in the Declaration of Restrictive Covenants of SUMMERBROOKE, PHASE I, a recorded subdivision in Leon County, Florida, dated June 13, 1989, and recorded June 23, 1989, in Official Records Book 1381, Page 1251 of the Public Records of Leon County, Florida (hereinafter referred to as the "Restrictive Covenants").

W I T N E S S E T H :

Pursuant to Article X of the Restrictive Covenants entitled "Amendments", Declarant has retained the right to amend the Restrictive Covenants. The purpose of this Amendment is to assure the continual maintenance of the lakes and other facilities within Summerbrooke Subdivision that have been permitted by the Northwest Florida Water Management District.

NOW, THEREFORE, the Restrictive Covenants are hereby amended as follow:

1. Article II entitled "Summerbrooke Property Owners Association, Inc." shall be modified to add Section 4. as follows:

Section 4. Facilities Permitted by Northwest Florida Management District. In addition to the responsibilities of the Association as provided for in this Article and in other Articles of these Restrictive Covenants, the Association will be the legal entity responsible for operations and maintenance of the facilities within the subdivision that have been or will be permitted by the Northwest Florida Water Management District and to comply with any and all provisions of the permits that may be existing from time to time. The Association shall further have the authority in its discretion to utilize any or all of the monies collected through assessments of members of the Association for the maintenance of the facilities permitted by the Northwest Florida Water Management District.

2. All other covenants and provisions of the Restrictive Covenants not modified by this document shall remain in full force and effect.

MADE AND ENTERED INTO on the day and year first above written by SUMMERBROOKE, a Florida general partnership consisting of FRED G. SHELFER; FRED G. SHELFER, JR.; and PEAVY & SON CONSTRUCTION CO., INC., a Florida corporation.

WITNESSES:

SUMMERBROOKE, a Florida General Partnership

[Signature]
[Signature]
[Signature]
[Signature]

By: [Signature]
FRED G. SHELFER,
Partner

By: [Signature]
FRED G. SHELFER, JR.,
Partner

PEAVY & SON CONSTRUCTION CO., INC., Partner

[Signature]
[Signature]

By: [Signature]
M. D. PEAVY, III,
President

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me by FRED G. SHELFER on this 7th day of December, 1990.

[Signature]
NOTARY PUBLIC
My Commission Expires: [Date]

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me by FRED G. SHELFER, JR. on this 4th day of December, 1990.

[Signature]
NOTARY PUBLIC
My Commission Expires: [Date]
Notary Public, State of Florida
My Commission Expires March 20, 1994
Bonded thru Troy Fair - Insurance Inc.

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me by M. D. PEAVY, III as President of PEAVY & SON CONSTRUCTION CO., INC. on this 7th day of Dec, 1990.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10/25/92

THIS INSTRUMENT PREPARED BY:
JAMES O. SHELFER, Attorney
1300 Thomaswood Drive
Tallahassee, FL 32312
(904) 385-0070

OR 1737PG0403

**DECLARATION OF RESTRICTIVE COVENANTS
OF FUTURE PHASES OF SUMMERBROOKE, A
RESIDENTIAL SUBDIVISION IN LEON COUNTY, FLORIDA**

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 25 day of MAY, 1994, by SUMMERBROOKE, a Florida General Partnership consisting of FRED G. SHELFER; FRED G. SHELFER, JR.; and PEAVY & SON CONSTRUCTION CO., INC., a Florida corporation, whose mailing address is 1355 Market Street, Suite A-4, Tallahassee, Florida 32312 (hereafter referred to as "Declarant"), and JAMESMARK, INC., a Florida corporation, whose mailing address is 5953 Ox Bottom Manor Drive, Tallahassee, Florida 32312 (hereafter referred to as "JAMESMARK").

W I T N E S S E T H :

Declarant has developed a residential subdivision in Leon County, Florida, known as SUMMERBROOKE, and is the owner of the property described in Exhibit "A" which will be Phase V of the subdivision. JAMESMARK is the owner of the remainder of the property that will be developed into future phases of SUMMERBROOKE. The Restrictive Covenants encumbering the previous phases of SUMMERBROOKE are dated June 13, 1989, and are recorded in Official Records Book 1381, Page 1251, and amended on December 7, 1990, in Official Records Book 1473, Page 338, both of the Public Records of Leon County, Florida, and shall be referred to herein as "Restrictive Covenants". In Article IX of those Restrictive Covenants entitled "Development in Phases", Declarant reserved unto itself the right to make additional contiguous property part of SUMMERBROOKE subdivision. The Declarant and JAMESMARK desire to incorporate the property described in Exhibits "A" and "B" into SUMMERBROOKE subdivision by making the property subject to the Restrictive Covenants with certain modifications as specified below.

NOW, THEREFORE, Declarant, as the owner of the property described in Exhibit "A", and JAMESMARK, as the owner of the property described in Exhibit "B", by this instrument, impose upon their respective parcels of property for the benefit of the present

and future owners of the land, the conditions, restrictions and limitations described in the Restrictive Covenants of SUMMERBROOKE.

PROVIDED, HOWEVER, that the Restrictive Covenants shall be modified as follows as to the property described in Exhibits "A" and "B" only:

ARTICLE I - DEFINITIONS

1. "Declarant" shall mean and refer to SUMMERBROOKE, a Florida General Partnership whose sole General Partners are FRED G. SHELFER; FRED G. SHELFER, JR. and PEAVY & SON CONSTRUCTION CO., INC., for the property described in Exhibit "A", and JAMESMARK, INC., a Florida Corporation, for the property described in Exhibit "B".

All other provisions of Article I shall remain in full force and effect.

ARTICLE II - SUMMERBROOKE
PROPERTY OWNERS ASSOCIATION, INC.

Section 3. Voting Rights: The Association shall have (2) classes of voting members as follows:

"Class A" - Class A membership shall be all owners with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned.

"Class B" - Class B membership shall be the Declarant, or its assigns, who shall be entitled to exercise two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when seventy-five percent (75%) of the lots are owned by persons or entities other than the Declarant.

No member shall be entitled to vote unless such member has fully paid all assessments as provided for herein as shown by the books of the Association.

All other provisions of Article II shall remain in full force and effect.

ARTICLE III - ASSESSMENTS

The following Section shall be added to Article III:

Section 9. Right of Declarant Notwithstanding anything contained herein to the contrary, Declarant shall be exempt from the payment of annual or special assessments against lots owned by the Declarant and held for sale in the normal course of business; provided, however, that this exemption shall not apply to lots owned by Declarant upon which have been constructed a dwelling unit; and provided, further, that Declarant's exemption from payment of annual or special assessments shall terminate upon termination of Class B membership in the Association or upon Declarant's written waiver of this exemption, whichever shall be first.

The remaining provisions of Article III shall remain in full force and effect.

ARTICLE V - USE RESTRICTIONS

The following Sections of Article V shall be amended to read as follows:

Section 4. No building shall be erected within thirty (30) feet of the front property line or fifty (50) feet of the rear property line or ten (10) feet from the side property lines. Declarant or the Architectural Control Committee shall have the right in their discretion to vary these setback restrictions where strict enforcement will result in unnecessary hardship.

Section 6. Each dwelling shall have a functional carport or garage which shall be screened on sides which are visible from the street, which runs in front of or adjacent to the property. All garage and carport entrances shall face the rear property line or a side property line unless the configuration of the lot makes compliance with this Section impractical or undesirable, in which event the Architectural Control Committee, in its sole discretion, retains the authority to waive this provision.

The following Section shall be added to Article V:

Section 16. No satellite dishes or antennae shall be allowed.

The remaining provisions of Article V not changed by this provision shall remain in full force and effect.

The following modification shall be effective for the property described in Exhibit "B" only (the JAMESMARK Property):

ARTICLE IV - ARCHITECTURAL CONTROL COMMITTEE

Section 1. of Article IV entitled "Membership" shall be amended to read as follows:

Section 1. Membership: The Architectural Control Committee for the property described in Exhibit "B" shall consist of three (3) members as follows:

- A. JAMES A. PREISS;
- B. MARK A. CONNER; and
- C. A member of the Association owning a lot within the subdivision.

JAMESMARK shall appoint the member from the Association and shall appoint any replacement members from time to time until such right to choose the Committee members is assigned by JAMESMARK to the Board of Directors of the Association.

The Restrictive Covenants, with the modifications as impose hereby, are covenants that will run with the land, and be binding on the Declarant and on their successors and assigns and all persons claiming any right, title or interest in the property described in Exhibits "A" and "B", and all subsequent purchasers, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument has been executed by the Declarant on this 25 day of MAY, 1994.

WITNESSES
(Type or Print Names Beneath Signatures)

SUMMERBROOKE, a Florida
General Partnership

Dorothy M. Peltzman
Witness -

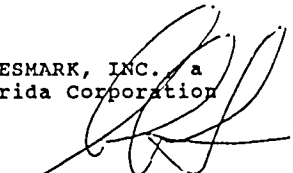
By: Fred G. Shelfer, Jr.
FRED G. SHELFER, JR.,
Managing General Partner

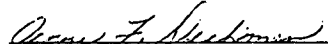
Grace L. Young
Witness -

CR 1737PG0407

WITNESSES
(Please Type or Print Names Beneath Signatures)

JAMESMARK, INC., a
Florida Corporation

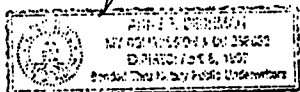
By: 
MARK A. CONNER,
Its President

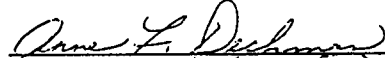

Witness - ANNE F. DECHMAN


Witness - THERESE KEEGAN

STATE OF FLORIDA,
COUNTY OF LEON.

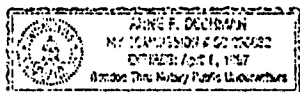
The foregoing Declaration of Restrictive Covenants was acknowledged before me by FRED G. SHELFER, JR., in his capacity as Managing General Partner of SUMMERBROOKE, a Florida General Partnership, under oath and personally known to me, on this 31st day of May, 1994.

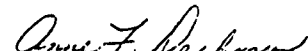



NOTARY PUBLIC - ANNE F. DECHMAN
(Please Type or Print Name of Notary)
My Commission Expires: 1/6/97

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration of Restrictive Covenants was acknowledged before me by MARK A. CONNER, as President of JAMESMARK, INC., a Florida Corporation, under oath and personally known to me, on this 3rd day of May, 1994.



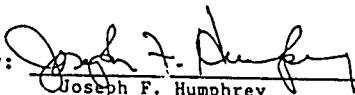

NOTARY PUBLIC - ANNE F. DECHMAN
(Please Type or Print Name of Notary)
My Commission Expires: 1/6/97

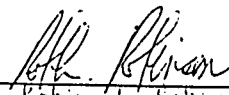
JOINDER

THE UNDERSIGNED, are the owners of Mortgages encumbering the property described in Exhibits "A" and "B". As owners of Mortgages encumbering the property, the undersigned acknowledge that the SUMMERBROOKE PARTNERSHIP and JAMESMARK, INC. have encumbered the property with the foregoing Declaration of Restrictive Covenants. The undersigned hereby consent to the Declaration of Restrictive Covenants described above, and by this document, evidence their joinder in the Declaration.

PEOPLES FIRST FINANCIAL SAVINGS AND LOAN ASSOCIATION

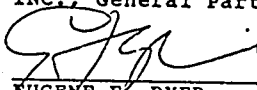
BARNETT BANK OF TALLAHASSEE

By: 
Joseph F. Humphrey,
Its Vice President/City President

By: 
Robin L. Robinson,
Its Vice President

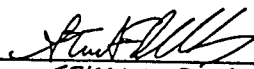
SUMMERBROOKE GOLF COURSE LIMITED PARTNERSHIP

By: SUMMERBROOKE GOLF COURSE, INC., General Partner

By: 
EUGENE E. RYER,
Its President

JOINDER BY PROPERTY OWNERS ASSOCIATION

SUMMERBROOKE PROPERTY OWNERS ASSOCIATION, INC.

By: 
STUART E. GOLDBERG,
Its PRESIDENT

OR 1 73 7 PG 0 4 0 9



NOBLES, VARNUM & ASSOCIATES, INC.

CIVIL ENGINEERING • LAND SURVEYING • LANDSCAPE ARCHITECTURE
LAND USE PLANNING • ENVIRONMENTAL ANALYSIS & PERMITTING

October 19, 1993
NVA Job No. 1679

**LEGAL DESCRIPTION
SUMMERBROOKE PHASE V**

Commence at a concrete monument marking the Southwest corner of Section 17, Township 2 North, Range 1 East, Leon County, Florida, thence run South 89 degrees 49 minutes 28 seconds East 1130.95 feet to an axle on the east boundary of the parcel for the proposed expansion of Ox Bottom Manor, thence run North 00 degrees 44 minutes 59 seconds West 97.76 feet to an iron rod, thence run North 00 degrees 05 minutes 41 seconds West 1197.32 feet to a concrete monument on the south boundary of the parcel for the proposed expansion of the subdivision of Summerbrooke, thence run along said south boundary South 89 degrees 57 minutes 37 seconds West 283.69 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence continue South 89 degrees 57 minutes 37 seconds West 136.35 feet to a concrete monument, thence run South 89 degrees 59 minutes 22 seconds West 1780.03 feet, thence run North 30 degrees 56 minutes 55 seconds West 243.83 feet, thence run North 37 degrees 03 minutes 20 seconds East 225.37 to a point on the southwesterly right of way boundary of Preservation Road, thence run northwesterly along said right of way boundary and a curve concave northeasterly having a radius of 397.16 feet through a central angle of 05 degrees 53 minutes 11 seconds for an arc distance of 40.80 feet (chord bears North 38 degrees 23 minutes 16 seconds West 40.78 feet) thence leaving said right of way run South 57 degrees 21 minutes 51 seconds West 288.38 feet, thence run North 58 degrees 18 minutes 30 seconds West 54.61 feet, thence run North 07 degrees 13 minutes 12 seconds West 586.14 feet, thence run North 69 degrees 26 minutes 50 seconds East 447.21 feet, thence run South 51 degrees 52 minutes 16 seconds East 255.11 feet to a point on the northerly right of way boundary of said Preservation Road, thence along said right of way boundary run North 42 degrees 30 minutes 02 seconds East 15.04 feet, thence leaving said right of way boundary run North 51 degrees 52 minutes 16 seconds West 287.94 feet, thence run South 77 degrees 20 minutes 35 seconds West 45.17 feet, thence run North 51 degrees 52 minutes 15 seconds West 98.66 feet, thence run North 46 degrees 10 minutes 27 seconds East 748.03 feet, thence run North 70 degrees 04 minutes 20 seconds East 650.67 feet, thence run South 85 degrees 38 minutes 18 seconds East 213.01 feet, thence run South 33 degrees 00 minutes 30 seconds West 131.86 feet, thence run South 50 degrees 24 minutes 32 seconds East 295.03 feet to a point on the northwesterly right of way boundary of said Preservation Road, thence run northeasterly along said right of way boundary and a curve concave northwesterly having a radius of 320.00 feet through a central angle of 35 degrees 12 minutes 02 seconds for an arc distance of 196.60 feet (chord bears North 21 degrees 57 minutes 43

EXHIBIT "A"
Page 1 of 3 Pages

seconds East 193.52 feet), thence run South 85 degrees 38 minutes 18 seconds East 60.00 feet to a point on the easterly right of way boundary of said Preservation Road and a curve concave northwesterly, thence run southwesterly along said curve having a radius of 380.00 feet through a central angle of 72 degrees 45 minutes 05 seconds for an arc distance of 482.51 feet (chord bears South 40 degrees 44 minutes 15 seconds West 450.74 feet), thence run South 77 degrees 06 minutes 47 seconds West 229.12 feet to a point of curve to the left, thence run southwesterly along said curve having a radius of 1270.00 feet through a central angle of 08 degrees 11 minutes 18 seconds for an arc distance of 181.50 feet (chord bears South 73 degrees 01 minutes 08 seconds West 181.35 feet), thence leaving said right of way boundary run South 34 degrees 11 minutes 17 seconds East 214.78 feet, thence run South 64 degrees 12 minutes 27 seconds West 336.86 feet, thence run South 48 degrees 02 minutes 54 seconds West 258.91 feet, thence run South 43 degrees 40 minutes 05 seconds West 262.86 feet, thence run South 86 degrees 48 minutes 57 seconds West 164.94 feet to a point on the easterly right of way boundary of said Preservation Road, thence run southeasterly along said right of way boundary and a curve concave northeasterly having a radius of 337.16 feet through a central angle of 90 degrees 36 minutes 05 seconds for an arc distance of 533.15 feet (chord bears South 40 degrees 48 minutes 08 seconds East 479.31 feet), thence run South 86 degrees 06 minutes 10 seconds East 232.23 feet, thence leaving said right of way boundary run North 29 degrees 19 minutes 08 seconds East 224.49 feet, thence run North 84 degrees 43 minutes 33 seconds East 83.88 feet, thence run North 53 degrees 34 minutes 04 seconds East 312.80 feet, thence run North 46 degrees 48 minutes 26 seconds East 402.72 feet, thence run North 02 degrees 29 minutes 22 seconds East 93.76 feet, thence run North 50 degrees 47 minutes 29 seconds East 307.25 feet, thence run South 56 degrees 18 minutes 30 seconds East 124.40 feet, thence run South 37 degrees 24 minutes 29 seconds East 85.03 feet, thence run South 28 degrees 00 minutes 45 seconds East 225.73 feet, thence run South 09 degrees 12 minutes 38 seconds East 449.22 feet, thence run South 10 degrees 29 minutes 27 seconds East 220.90 feet to a point on the northerly right of way boundary of said Preservation Road, thence run South 19 degrees 39 minutes 05 seconds West 60.00 feet to a point on the southerly right of way boundary of said Preservation Road, thence run along said right of way boundary South 70 degrees 20 minutes 55 seconds East 106.68 feet, thence leaving said right of way run South 12 degrees 19 minutes 24 seconds West 166.39 feet to the POINT OF BEGINNING, containing 59.40 acres more or less.

AND ALSO:

**A PORTION OF LOT 3, BLOCK "L"
OF AN UNRECORDED PORTION OF SUMMERBROOKE**

Commence at a concrete monument marking the Southwest corner of Section 17, Township 2 North, Range 1 East, Leon County, Florida and thence run North 89 degrees 49 minutes 28 seconds East 1130.95 feet to an axle on the east boundary of the parcel for the proposed expansion of the subdivision of Ox Bottom Manor, thence run North 00 degrees 44 minutes 59 seconds West, along said east boundary, 97.76 feet to an iron rod, thence run North 00 degrees 05 minutes 41 seconds West, along said east boundary, 1197.32 feet to a concrete monument on the south boundary of the parcel for the proposed expansion of the subdivision of Summerbrooke, thence run South 89 degrees 57 minutes 37 seconds West, along said south boundary, 420.04 feet to a concrete monument, thence run North 00 degrees 01 minutes 41 seconds East 2595.55 feet to a point on the southerly right of way boundary of Summerbrooke Drive, thence continue North 00 degrees 01 minutes 41 seconds East 75.19 feet to the northerly right of way boundary of said Summerbrooke Drive, thence continue North 00 degrees 01 minutes 41 seconds East 52.23 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 40 degrees 31 minutes 50 seconds West 184.84 feet to a concrete railroad tie, thence run North 89 degrees 35 minutes 18 seconds East 120.19 feet to a concrete monument, thence run South 00 degrees 01 minutes 41 seconds West 141.35 feet to the POINT OF BEGINNING. The above described parcel contains 0.20 of an acre more or less.

SUMMERBROOKE OPTION PARCEL

COMMENCING at a concrete monument marking the Southwest Corner of Section 17, Township 2 North, Range 1 East, Leon County, Florida; thence North 89 degrees 49 minutes 28 seconds East a distance of 1130.95 feet to an axle on the east boundary of the parcel for the proposed expansion of the subdivision of Ox Bottom Manor; thence North 00 degrees 44 minutes 59 seconds West, along said east boundary, a distance of 97.76 feet to an iron rod; thence North 00 degrees 05 minutes 41 seconds West, along said east boundary, a distance of 1197.32 feet to a concrete monument on the south boundary of the parcel for the proposed expansion of the subdivision of Summerbrooke and the POINT OF BEGINNING.

From said POINT OF BEGINNING, thence South 89 degrees 57 minutes 37 seconds West, along said south boundary, a distance of 420.04 feet to a concrete monument on the line that approximately separates Summerbrooke Phases I through V from Phases VI and greater; thence North 00 degrees 01 minutes 41 seconds East, along said separation line, a distance of 2864.33 feet to a concrete monument; thence South 89 degrees 35 minutes 18 seconds West a distance of 120.19 feet to a concrete railroad tie; thence North 00 degrees 24 minutes 24 seconds West a distance of 2764.07 feet to the south boundary of a parcel referred to as Tract Two; thence along said south boundary of Tract Two as follows: South 90 degrees 00 minutes 00 seconds East a distance of 532.19 feet; thence South 00 degrees 02 minutes 32 seconds East a distance of 509.92 feet; thence South 83 degrees 14 minutes 51 seconds East a distance of 241.98 feet to a point on a non-tangent curve, concave to the east; thence Southerly, along said curve, on a radius of 830.00 feet, through a central angle of 05 degrees 55 minutes 03 seconds an arc distance of 85.72 feet (chord of 85.68 feet bears South 01 degrees 13 minutes 27 seconds West) to a non-tangent point; thence South 75 degrees 18 minutes 24 seconds East a distance of 62.77 feet to a point on a non-tangent curve, concave to the northeast; thence Southeasterly, along said curve, on a radius of 30.00 feet, through a central angle of 84 degrees 21 minutes 32 seconds an arc distance of 44.17 feet (chord of 40.29 feet bears South 45 degrees 14 minutes 06 seconds East) to a point of compound curve; thence Easterly, along said curve, on a radius of 956.12 feet, through a central angle of 15 degrees 27 minutes 02 seconds an arc distance of 257.83 feet (chord of 257.05 feet bears North 84 degrees 51 minutes 36 seconds East) to a non-tangent point; thence South 12 degrees 51 minutes 55 seconds East a distance of 83.83 feet; thence South 01 degrees 48 minutes 14 seconds East a distance of 61.14 feet to a point of curve to the left; thence Southerly, along said curve, on a radius of 510.00 feet, through a central angle of 32 degrees 35 minutes 56 seconds an arc distance of 290.17 feet (chord of 286.27 feet bears South 18 degrees 06 minutes 12 seconds East) to a point of tangency; thence South 34 degrees 24 minutes 10 seconds East a distance of 531.89 feet to a point of curve to the left; thence Southeasterly, along said curve, on a radius of 400 feet, through a central angle of 80 degrees 14 minutes 44 seconds an arc distance of 560.22 feet (chord of 515.54 feet bears South 74 degrees 31 minutes 32 seconds East) to a non-tangent point on an old concrete post and barbed wire fence line; thence South 00 degrees 52 minutes 05 seconds East, along said old fence line and leaving the south boundary of said Tract Two, a distance of 1099.38 feet to a broken concrete monument; thence North 89 degrees 12 minutes 35 seconds East 2639.12 feet to a terra cotta monument; thence South 01 degrees 35 minutes 40 seconds East a distance of 1562.82 feet to a terra cotta monument; thence South 01 degrees 00 minutes 19 seconds East a distance of 1084.41 feet; thence North 86 degrees 45 minutes 35 seconds West a distance of 2672.73 feet to a terra cotta monument; thence South 01 degrees 42 minutes 30 seconds East a distance of 431.74 feet to the north boundary of the parcel referred to as Tract One; thence South 89 degrees 57 minutes 37 seconds West, along said north boundary, a distance of 1522.21 feet to the POINT OF BEGINNING. The above described parcel contains 371.964 acres more or less.

EXHIBIT "B"

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OR 1 73 7PG 04 13

AND ALSO:

**SUMMERBROOKE TRACT ONE
LESS WATER TANK SITE**

COMMENCING at a concrete monument marking the Southwest Corner of Section 17, Township 2 North, Range 1 East, Leon County, Florida; thence North 89 degrees 49 minutes 28 seconds East a distance of 1130.95 feet to an axle on the east boundary of the parcel for the proposed expansion of the subdivision of Ox Bottom Manor; thence North 00 degrees 44 minutes 59 seconds West, along said east boundary, a distance of 97.76 feet to an iron rod and the POINT OF BEGINNING.

From said POINT OF BEGINNING, thence North 00 degrees 05 minutes 41 seconds West, along said east boundary, a distance of 1197.32 feet to a concrete monument; thence South 89 degrees 57 minutes 37 seconds West a distance of 1552.21 feet; thence South 01 degrees 42 minutes 30 seconds East a distance of 1189.72 feet to an iron rod; thence South 89 degrees 39 minutes 44 seconds West a distance of 1555.72 feet to the POINT OF BEGINNING. The above described parcel contains 42.159 acres more or less.

LESS AND EXCEPT: Commencing at the southwest Corner of Section 17, Township 2 North, Range 1 East, Leon County, Florida; thence North 89 degrees 49 minutes 28 seconds East, along the south boundary of said Section 17, a distance of 1030.69 feet to the westerly boundary of a City of Tallahassee 100 foot electric transmission right-of-way; thence North 03 degrees 57 minutes 34 seconds East, along the westerly boundary of said right-of-way, a distance of 18.35 feet; thence North 16 degrees 39 minutes 22 seconds East, along the westerly boundary of said right-of-way, a distance of 1108.74 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING thence South 89 degrees 57 minutes 37 seconds West a distance of 222.70 feet to the easterly boundary of the parcel proposed for future expansion of the subdivision of Ox Bottom Manor; thence North 00 degrees 05 minutes 41 seconds West, along the easterly boundary of said proposed Ox Bottom Manor, a distance of 215.00 feet to the southerly boundary of the parcel proposed for future expansion of the subdivision of Summerbrooke; thence North 89 degrees 57 minutes 37 seconds East a distance of 286.40 feet to the westerly boundary of said City of Tallahassee 100 foot electric transmission right-of-way; thence South 16 degrees 39 minutes 22 seconds West, along the westerly boundary of said right-of-way, a distance of 224.46 feet to the POINT OF BEGINNING. The above described parcel contains 1.254 acres more or less.

LESS AND EXCEPT any of the property described herein that lies within SUMMERBROOKE, PHASE V, as described in Exhibit "A" or that lies within SUMMERBROOKE GOLF COURSE as described in that certain Deed recorded in Official Records Book 1616, Page 667, of the Public Records of Leon County, Florida.

RECORDED IN THE PUBLIC
OFFICE OF LEON CO. FLA.
MAY 26 3 37 PM '94
DAVE LANG
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

12937