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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
CELERY KEY HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by D.R. HORTON, INC, a Delaware Corporation, hereinafter referred to as "Declarant."

WITNESSETH

Declarant is owner of certain property in Seminole County, State of Florida, which is more particularly described within Exhibit A attached hereto and incorporated herein by reference.

Declarant intends to develop and improve some or all of the Properties as a residential community with streets, open spaces, stormwater drainage and retention areas, and other common property and improvements for the benefit of the Owners of the Properties.

Declarant desires to provide for the preservation and enhancement of the property values and quality of life in the Properties, the general health, safety and welfare of the Owners, and for the maintenance of streets, stormwater drainage and retention areas and improvements, open spaces, and other common property and improvements located in the Properties, and, to this end, desires to subject the Properties to this Declaration.

In order to provide a means for meeting the purposes and intents herein set forth, Declarant has created a non-profit corporation to which may be conveyed title and delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and other charges hereinafter created.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Celery Key Homeowners Association, Inc., its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association.

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2004043541 BK 05238 PGS 0489-0531 RECD 03/24/2004 12:01:30 PM RECD BY S O'Kelley

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Property" shall mean all real property (including the improvements thereto) owned by the Association of the common use and enjoyment of the owners. The Common Property to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit "A" attached hereto.

Section 6. "Declarant" shall mean and refer to D.R. HORTON, INC, a Florida limited liability corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Property.

Section 8. "Surface Water or Stormwater Management System" means a system that is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4 or 40C-42, Florida Administrative Code.

Section 9. "Member" shall mean and refer to a member of the Association, that is, an Owner of a Lot which is subject to assessment by the Association.

Section 10. "Operation," "Operate" or "Operated" when used in conjunction with the Stormwater Management System means and refers to the repair, painting, management, improvement, inspection, maintenance, deactivation, construction, renovation, operation, insurance, and replacement of, as well as the disconnection from or connection to, the Stormwater Management System.

Section 11. "Plat" shall mean and refer to the plat of Celery Key Subdivision, as recorded in Plat Book 64, Pages 85-96, Public Records of Seminole County, Florida.

Section 12. Intentionally Omitted

Section 13. "Subdivision" shall mean and refer to that all real property depicted upon the Plat as shown thereon, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 14. "Unit" shall mean and refer to the individual residence constructed on a Lot.

Section 15. "Conservation Area" shall mean and refer to those areas identified as "Conservation," "Conservation Areas," or "Conservation Easement," as depicted on the Plat.

Section 16. *Intentionally Omitted*

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to this Declaration. The property described in Exhibit "A" is and shall be improved, transferred and occupied subject to this Declaration.

Section 2. Additional Property. Declarant shall have the right, but not the obligation, to bring within the scheme of this Declaration, as additional property, additional lands within the vicinity of the property subject to this Declaration, at any time within ten years from the date this Declaration is recorded, without the consent of the members of the Association or any mortgagee or other lienholder on any lot, so long as Developer is a Class B member of the Association, and provided that the Federal Housing Administration and Veterans Administration consent to such annexation. Notwithstanding the foregoing, in no event shall any additional property be subject to this Declaration until such property is specifically incorporated into the scheme of this development as provided in Section 3 below. In the event additional phases of the development may become common property, said common property will, at that time, be owned and maintained by the Association.

Section 3. Method of Annexation. Additions authorized under this Article shall be made by recording a supplemental Declaration, extending the scheme of this Declaration, which shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to the scheme of this Declaration and extending the jurisdiction of the Association to the additional property. Said supplemental Declaration may contain such terms and provisions not inconsistent with this Declaration, as may be desirable to reflect the different character, if any, of the real property being annexed or the various housing or

community style characteristics and development approaches being implemented. Upon the recording of any supplemental Declaration, the owners shall also have the right and non-exclusive easement to the use and enjoyment in and to the common properties, if any, and an obligation to contribute to the cost of operating, maintaining and insuring the additional common properties. Any supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recording of any supplemental Declaration, the additional property described herein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

the right of the Association to assess reasonable fees for the use of any recreational facility situated upon the Common Property;

the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

the right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, the enjoyment to the Common Property and facilities to the members of the Owner's family, tenant(s), or contract purchaser(s) who reside on the property.

Section 3. Storm and Surface Water Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, as approved by the City of Sanford, Seminole County and the St. Johns River Water Management District.



Any amendment to this Declaration that alters the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Common Property, must have the prior approval of the St. Johns River Water Management District, the City of Sanford and Seminole County.

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

Section 4. Drainage Easements. There is hereby reserved for the benefit of Declarant, the Association, all Owners and their respective successors and assigns, a non-exclusive easement for stormwater collection, retention, detention, and drainage over, upon and within the rights-of-way of all streets and roads, the Surface Water or Stormwater Management System and all other drainage easements shown on the subdivision plans or otherwise reserved, declared or created pursuant to this Declaration. There is further hereby reserved for the Declarant, the Association and their respective agents, employees, successors and assigns, an alienable, transferable, and perpetual right and easement on over, and across all unimproved portions of the properties for the purposes of constructing, installing, inspecting, maintaining, repairing and replacing the Surface Water or Stormwater Management System and all appurtenant improvements and facilities. Additionally, Declarant, for the benefit of itself, the Association and all Owners, hereby reserves easements over any and all other portions of the Common Property as may be reasonably required from time to time in order to provide stormwater drainage to all or any portions of the Properties; provided, however, that any such additional drainage easements shall not unreasonably interfere with the use and enjoyment by any Owners, the Common Property affected thereby or any improvements from time to time located on any portion of the Common Property.

The Developers, the Association, the City of Sanford, Seminole County and the St. Johns River Water Management District, their successors and assigns, shall have the right to enter upon the Drainage Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The prohibitions and restrictions upon the Drainage Easement Areas as set forth herein may be enforced by the St. Johns River Water Management District, the Association, the City of Sanford and Seminole County by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions in the Drainage Easement Area restriction may not be amended without approval from Seminole County, the City of Sanford and the St. Johns River Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Drainage Easement Areas, and shall be binding upon, and shall inure to the benefit of the Declarant, and its successors and assigns. Upon conveyance by the Declarant to third parties of any land affected hereby, the Declarant shall have no further liability or responsibility hereunder.

Section 5. Construction and Sales. There is hereby reserved to the Declarant, its designees, and such of its successors and assigns who have been expressly assigned the rights set forth in this section, including, without limitation, its sales agents and representatives, and prospective purchasers of Lots, easements over the Common Area for construction, utility lines, display, maintenance and exhibit purposes in connection with the erection of improvements and sale of Lots within the Subdivision; provided, however, that such use shall terminate upon the sale of all Lots; provided further, that no such use by the Declarant and others shall otherwise restrict the Owners in the reasonable use and enjoyment of the Common Area.

Section 6. Utility Easements. Use of the Common Area, excluding the Conservation Area, for utilities, as well as use of other utility easements as shown on the Plat, shall be in accordance with the applicable provisions of this Declaration. The Declarant and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Area (excluding the Conservation Area) for the installation and maintenance of community and/or Cable TV and security and other communication lines, equipment and materials and other similar underground television, radio and security cables (and all future technological advances not now known) for the service to the Lots and other portions of the Subdivision.

Section 7. Other Easements. Easements are reserved over each Lot and the Common Area in favor of each other Lot and the Common Area in order to permit drainage and run-off from one Lot (and its improvements) to another Lot or Lots or to the Common Area or from the Common Area to any Lot or Lots. Easements are reserved over the Common Area in favor of each Lot and Lot Owner, his tenants, invitees, and agent for the purpose of ingress and egress to any Lot, and any encumbrance of the Common Area be subject the foregoing easement rights.

Section 8. Ownership and Use of Common Area. The Common Area is hereby dedicated to the Association and to the nonexclusive joint and several use, in common, of the Declarant and the Owners of all Lots that may from time to time constitute part of the Subdivision and the Declarant's and such Owners' tenants, guests and invitees. Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance of such Common Area (whether or not then conveyed to the Master Association). It is intended that all real estate taxes assessed against the Common Area shall be proportionally assessed against and payable as part of the taxes of the applicable Lots within the Subdivision. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Area, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded, and such taxes shall be prorated between Declarant and the Association as of the date of such recordation. Declarant and its affiliates shall the right from time to time to enter upon the Common Area, excluding the Conservation Area, and other portions of the Subdivision, excluding the Conservation Area, for the purpose of construction, reconstruction, repair, replacement and/or alteration of any improvements or

facilities on the Common Area and other portions of the Subdivision, excluding the Conservation Area, for sales, displays and signs or for any other purpose during the period of construction and sale of any portion of the Subdivision. Without limiting the generality of the foregoing, the Declarant and its affiliates shall have the specific right to maintain upon any portion of the Subdivision sales, administrative, construction and/or offices without charge, and appropriate easements of access and use are expressly reserved unto the Declarant and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation to complete portions of the Common Area shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Declarant shall not be liable for delays in such completion to the extent resulting from the above-referenced activities.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Declarant and each Owner shall be members of the Association. Every Owner of a Lot that is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment. Any prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer to the membership in the Association to the new Owner.

Section 2. The Association shall have two classes of voting membership:

Class "A". Class "A" members shall be Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot Owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class "B". Class "B" member(s) shall be Declarant and each successor of Declarant who takes title to any unimproved tract for the purpose of development and sale of Residential Units and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Master Declaration, the Class "B" members shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class "A" members. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

One (1) year after the last Lot within the Properties has been sold and conveyed by the Declarant; or

Twenty (20) years from the date of recording this Declaration; or

When, in its sole and absolute discretion, Declarant so determines.

From and after the happening of any one of these events, Declarant shall call a meeting as provided in the Bylaws for Special Meetings to advise the Association membership of the termination of Class "B" status.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Property, including the stormwater management system.

Section 3. Determination of Annual Assessments. It shall be the duty of the Board, by majority vote, at least forty-five (45) days prior to the end of the Association's fiscal year, to prepare and approve a budget covering the estimated costs of operating the Association during the coming year, including but not limited to, operational items such as overhead and indirect cost, insurance, utilities, taxes, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and such capital improvement budget items as approved by the Board pursuant to Section 4.

Section 4. Capital Budget. The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement costs. The Board shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board and included within the annual operating budget and assessments. A copy of the capital budget shall be distributed to each Member as an appendix to the operating budget.



**Section 5. Special Assessments for Capital Improvements.** 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 a capital improvement upon the Common Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 6. Notice and Quorum for Any Action Authorized under Sections 3, 4 and 5.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3, 4, or 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis.

**Section 8. Date of Commencement of Annual Assessment; Due Dates.** The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Property. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

**Section 9. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by Florida law. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to reasonable attorney's fees, including attorney's fees for appellate proceedings. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of the Lot.



Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter being due or from the lien thereof.

Section 11. Lot and Exterior Maintenance. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval of two-thirds (2/3) vote of the Board of Directors and thirty (30) days written notice to the Owner, shall have the right, through its agents and employees, to enter upon said parcel and to repair, clear, trim, maintain, and to restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the Assessment to which such Lot is subject, which shall due and payable thirty (30) days from the date said Assessment is made.

Section 12. Exempt Property. Property subject to this Declaration dedicated to, and accepted by, a governmental entity or the Association shall be exempt from the assessments created herein; provided, however, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 13. Class B Members Obligations for Assessment. Notwithstanding anything herein to the contrary, Lots owned by Class B Members shall be exempt from assessments. The Class B Members shall, however, pay to the Association all funds in addition to those collected from Class A Members, regular assessments necessary to operate the Association in accordance with its approved Operating Budget.

## ARTICLE VI EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors and thirty (30) days' prior written notice to the Owner at the last address in the Association's records for said Owner, such notice informing the Owner that unless certain specified repairs or maintenance are made within a thirty (30) day period the Board of Directors shall cause such necessary repairs or maintenance to be accomplished and charge same to the Owner, shall, upon the failure of the Owner to act within said period of time, have a right, through its agents and employees, to enter upon said Lot and to repair, clear, trim, maintain and restore such Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessments to which such Lot is subject. In no event shall the

Association or any of its agents be liable for trespass in causing necessary repairs or maintenance to be accomplished pursuant to this Article.

## ARTICLE VII

### CONSERVATION EASEMENTS

#### Section 1. Conservation Easement Areas.

Pursuant to the provisions of Section 704.06, Florida Statutes, Developer has granted to the St. Johns River Water Management District (the "District") a conservation easement in perpetuity over the property described in the Conservation Easement recorded on December 17, 2002 in Official Records Book 4634, Page 1710, Public Records of Seminole County, Florida. The Conservation Easement is attached hereto as Exhibit B. Developer granted the Conservation Easement as a condition of permit number 4-117-83661-1- ERP issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

Section 2. Purpose. The purpose of the Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

Section 3. Prohibited Uses. Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of the Conservation Easement is prohibited. The Conservation Easement expressly prohibits the following activities and uses:

- (a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- (c) Removing, destroying or trimming trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

Section 4. Responsibilities. The Developer, its successors and assigns, are responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement Areas.

Section 5. Rights of District. To accomplish the purposes stated in the Conservation Easement, the Developer conveyed the following rights to the District:

(a) To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if Developer or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with the Conservation Easement.

Section 6. Amendment. The provisions of the Conservation Easement may not be amended without the prior written approval of the District.

## ARTICLE VIII ARCHITECTURAL CONTROL

Section 1. Approval of Building Plans. All building plans for structures, including but not limited to buildings, fences, swimming pools, patios, tennis courts, and signs, must receive approval by and a permit from the County, or if the real property upon which the structure is proposed to be built has been annexed into a municipality, then approval and a permit must be obtained from the annexing municipality instead of the County. In addition, no building, fence, wall, mailbox, pool, tennis court, patio, sidewalk, paved area (other than platted streets), basketball hoop, pet house, sign, outside antenna or other structure or improvement shall be commenced, erected, placed, maintained or altered on any Lot nor shall any awning, canopy, shutter, enclosure or improvement be attached to or placed upon the outside walls for roof of any building or other structure on any Lot until the construction plan and specifications and a plot plan showing the location of same, have been approved in writing as to the harmony of exterior design, materials and colors with existing structures, as to location with respect to surrounding structures and topography, and as to the harmony of the quality of finished standards with existing structures, by the Architectural Control Committee. A copy of the construction plans and specifications showing the nature, kind, shape, height, materials, square footage, location, color, and

landscaping of same, and a plot plan, together with such additional information as may be deemed pertinent by the Architectural Control Committee, shall be submitted to such Committee, or its designated representative, prior to commencement of construction in such form and detail as such Committee may elect in its sole discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents, approval will not be required and the requirements of this section will be deemed to have been fully complied with. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final, conclusive and binding. The existence of the signatures of at least three (3) members of the Architectural Control Committee on any plans or specifications shall be conclusive proof of the approval by such Committee of such plans and specifications.

Section 2. Committee Membership. The Architectural Control Committee members shall be three (3) to five (5) in number, and shall be appointed by the Declarant until control of the Association has been passed to the Owners other than the Declarant, at which time such members shall thereafter be appointed by a majority vote of the Board of Directors and shall serve at the pleasure of said Board; provided, however, that in its selection, the Board of Directors shall appoint a designated representative of Declarant to such Committee for so long as the Declarant owns any Lots in the Subdivision.

Section 3. Quorum. A quorum of the Architectural Control Committee shall be three (3) members. No decisions of said Committee shall be binding without a quorum present.

Section 4. Planning Criteria. The Architectural Control Committee may from time to time promulgate and amend guidelines concerning construction criteria; however, such criteria if promulgated shall only serve as a guideline and the Architectural Control Committee shall retain its full and complete authority and discretion to approve or disapprove construction under the provisions of this Article.

Section 5. Enforcement. The Architectural Control Committee, along with the Declarant and/or the Board of Directors of the Association shall have the right and obligation to enforce the provisions hereof. Should any Owner fail to comply with the requirements hereof, after thirty (30) days written notice, the Architectural Control Committee, the Declarant and/or the Board of Directors of the Association shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof, and charge the cost thereof to the Owner. Should the Architectural Control Committee, the Declarant, and/or the Board of Directors be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Owner. The Architectural Control Committee, the Declarant and the Board of Directors of the Association, or their agents or employees, shall not be liable to the Owner for any damages or injury to the property or person of the Owner unless

caused by negligent action of the Architectural Control Committee, the Declarant or the Board of Directors.

## ARTICLE IX GENERAL RESTRICTIONS

**Section 1. Only Residential Purposes.** No Lot shall be used in whole or in part for anything other than residential purposes, except for model living units which may be maintained by the builder(s) or developer(s) only for the purposes of the sale of living units within the Property. Other than conducting the sale of living units, no trade, traffic or business of any kind, whether professional, commercial, industrial or manufacturing or other non-residential use shall be engaged in or carried on upon the Property or any part thereof; nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to the Property or adjacent properties.

**Section 2. Condition of Building and Grounds.** It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unsightly or unkept condition of buildings or grounds on his Lot which shall tend to substantially decrease the beauty of the Subdivision as a whole or the specific Lot.

**Section 3. Offensive Activity.** No noxious or offensive activity shall be carried on upon a Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Subdivision community. There shall not be maintained in the Subdivision any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the Subdivision by the Owners thereof.

**Section 4. Commercial vehicles, Trailers, Boats and Parking.** No oversized vehicle, truck, house or travel trailer, camper, mobile home, motor home, house trailer, horse trailer, boat trailer, trailer of any kind, recreational vehicle, boat, or other such vehicle or device shall be placed, parked, left or stored on any Lot or the Common Area; provided, however, that with regard to any Lot, this provision shall not apply to any such vehicle or device, being kept in an enclosed garage. With regard to Lots the prohibition of parking shall not apply to commercial vehicles, the temporary parking of trucks and commercial vehicles such as for pick-up or delivery and other commercial services, nor to vans or pick-up trucks for personal use which are in acceptable condition in the sole opinion of the Board of Directors, nor to any vehicle of the Declarant or its affiliates. No commercial vehicle shall be placed, parked, left, or stored on any portion of the Common Area. Any such vehicle or device parked in violation of these or other restrictions contained herein or in the Rules and Regulations nor or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle or device if such vehicle or device remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or device. The Association shall not be liable to the Owner of such vehicle or device for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of



such towing, and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 5. Trees. No trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Association unless located within ten (10) feet of the building or within ten (10) feet of the approved site for such a building.

Section 6. Temporary Structures. No structure of a temporary character shall be placed upon the Subdivision at any time, provided, however, that this prohibition shall not apply to temporary shelters used by a contractor during the construction or repair of the improvements upon the Subdivision. Such temporary shelters may not, at any time, be used as residences or permitted to remain on the said property after completion of construction or repairs.

Section 7. Garages, Carports. If a garage is built subsequent to the construction of a building, the garage shall be of the same kind of, or matching, material as the construction of the building. The garage shall substantially conform architecturally with the building, and must first be approved by the Architectural Control Committee. Carports shall not be permitted.

Section 8. Electromagnetic Radiation, Outside Antennas. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio signals received upon any other Lot. No exterior antennas, to include without limitation satellite dishes larger than eighteen inches (18") in diameter and short wave radio antennas, shall be permitted on any Lot or improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines, and except that Owners may install one normal rooftop television antenna or one satellite dish eighteen inches (18") or smaller in diameter as approved by the Architectural Control Committee.

Section 9. Clotheslines. No clothesline shall be placed on any Lot.

Section 10. Window Air Conditioning Units. No window or through-the-wall air conditioning units shall be permitted. No building shall have any aluminum foil or other reflective material in any window or glass door.

Section 11. Vehicles and Repair. No inoperative cars, trucks, trailers, or other types of vehicles shall be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours in any ninety (90) consecutive day period; provided however, that this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the Subdivision. All vehicles shall have current license plates. Moreover, no stripped,

unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof, shall be parked, stored or located upon any Lot at any time. No portion of the Common Area may be used for parking of such inoperative vehicles.

Section 12. Storage of Construction Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for purposes of construction on such Lot, and shall not be stored for longer than that length of time reasonably necessary for the construction in which same is to be used.

Section 13. Household Pets. No Lot shall be used for keeping or breeding of livestock animals or poultry of any kind. Domesticated household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor. For purposes hereof, household pets shall mean dogs, cats, domestic birds and fish. No more than four (4) cats and/or dogs may be kept on any Lot. All household pets shall be kept on a leash when not kept within an enclosed area. Any pet deemed objectionable by the Board of Directors for any reason shall be removed promptly by the Owner on fifteen (15) days' notice.

Section 14. Vegetable Gardens. No vegetable gardens shall be permitted except in fully screened areas in the backyard only, so as not to be visible from the street or objectionable to an adjacent property.

Section 15. Hunting. No hunting shall be permitted anywhere on the Subdivision.

Section 16. Exterior Displays. Except for seasonal decorations, an Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the roof, exterior walls, doors, balconies or windows of his Unit; provided, however, that standard exterior improvements such as awnings and shutters may be added with the approval of the Architectural Control Committee.

Section 17. Building Requirements. Only single family detached homes shall be constructed in the Subdivision. No Unit shall be constructed of such dimensions that the living area (which excludes garage, patios or other appurtenances which are not customarily considered to be "living area") is less than one thousand six hundred (1,600) square feet.

Section 18. Signage. No sign of any kind shall be displayed to the public view on any Lot except for one professionally lettered and constructed temporary sign not more than four (4) feet square in size approved by the Architectural Control Committee, the purpose of which is to indicate the sale or rental of a Unit or Lot.

Section 19. Storage Receptacles. No Lot shall be used as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup if required to be placed at the curb. There shall be no

burning of trash or other waste material. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks and similar receptacles or installations shall be placed under the surface of the ground or in walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to an adjacent property.

Section 20. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall be complied with. The right to select a garbage collection company for use by all Lots and to include billings for same as part of Assessments against each Lot, or alternatively, to bill directly or provide that the collection company shall bill directly to the affected Lots shall be reserved to the Association. No Lot Owner may avoid a fee or charge for garbage collection either as part of a regular Association assessment or as a separate charge of a garbage collection service. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than twenty (20) gallons or more than thirty-two (32) gallons in capacity unless use of another container by the County or hauler is required, and well sealed. Plastic bags may be used for yard clippings. Bags and containers may not be placed out for collection sooner than twelve (12) hours prior to any scheduled collection and must be removed within twelve (12) hours of collection.

Section 21. Fences. Prior to any installation of any fence it must first be approved and permitted by the County, or if the real property upon which said fence is proposed to be built has been annexed into a municipality, then the approval and permit shall be obtained from said annexing municipality instead of the County. Further, prior to any installation of any fence it must first be approved by the Architectural Control Committee, except as originally installed by the Declarant or its affiliates. All fences shall be wooden board on board style, six feet in height with the finished side of any such fence facing toward the outside of the Lot. All Fences shall be stained Tequila color Body Stain manufactured by Color wheel or equivalent color from other manufacturer. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Declarant or its affiliates during construction periods.

Section 22. Maintenance. Each Lot, whether occupied or unoccupied, shall be maintained reasonably clean and in all events, free from refuse, debris, unsightly growth and fire hazard.

Section 23. Utility Easements. Easements for installation and maintenance of utilities and cable television (if any) are reserved as shown on the Plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or cable television or which may impede the flow of water through drainage channels in the easements except as a part of the Stormwater Management System. 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 utilities company is responsible.

Section 24. Easements for Access and Drainage. Easement for maintenance and operation of Surface Water or Stormwater Management Systems are reserved as show on the Plat. The Association shall have a perpetual access over all such easement areas of the surface water or stormwater management system for access to operate, maintain or repair the system. The Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. John River Water Management District. Nothing contained herein shall operate to create an easement other than those depicted on the Plat.

Section 25. Reconstruction. No building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such condition for more than two (2) months. The Owner thereof shall raze or remove said destroyed or partially destroyed building or improvement and remove any debris promptly from such Lot, or rebuild said destroyed or partially destroyed building or improvement.

Section 26. Land Use and Building Type. No building constructed on a Lot (except for Lot 1) shall be used except for residential purposes. Temporary uses by Declarant and its affiliates for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be subject to approval and permitting by the County, and shall be otherwise permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Declarant or its affiliates (except if such changes are made by the Declarant) without the consent of the Architectural control Committee as provided herein and without approval and permit issued by the County. If the real property upon which the said building(s) proposed to be changed has been annexed into a municipality, then approval and a permit must be obtained from the annexing municipality instead of the County.

Section 27. Condition and Construction. All Lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereof. Every building, structure or other improvement, the construction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction or placement until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, or similar causes.

Section 28. General. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its successors or assigns or its or their contractors, or



subcontractors, from doing or performing on all or any part of the Lots or properties owned or controlled by Declarant, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connect with the completion of the development, including without limitation:

a. erecting, constructing, and maintaining thereon, such structures as may be reasonably necessary for the conduct of Declarant's business of completing the development and establishing the Subdivision as a residential community and disposing of the same by sale, lease or otherwise; or

b. conducting thereon its business of completing the development and establishing the Subdivision as a residential community and disposing of the properties by sale, lease or otherwise; or

c. maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the Lots.

Section 29. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right to enter upon any Lot on which a residence has not be constructed and upon which no landscaping plan has been implemented (with prior written approval of the Association for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Association. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

Section 30. Swimming Pools. No swimming pool may be constructed or altered without approval of and a permit from the County, or if the real property upon which the swimming pool construction or alternation is proposed has been annexed into a municipality, then approval and a permit must be obtained from the annexing municipality instead of the County. Any swimming pool to be constructed on any Lot shall be subject to requirements of the Architectural Control Committee.

Section 31. Insurance. Nothing in this Declaration shall be construed to permit, and no person other than the Owner of a Lot, or the mortgagee where permitted by the mortgage, shall have the right to place hazard or liability insurance for that Lot.

## ARTICLE X

### COMMON PROPERTIES; ASSOCIATION MAINTENANCE



Section 1. Common Properties. All of the property described in this Declaration of Covenants, Conditions and Restrictions not included within a Lot description shall be deemed Common Properties.

Section 2. Maintenance. It shall be the duty of the Association to maintain the Common Properties, including any signs and landscaping contained thereon. This duty shall be perpetual, except to the extent that said Common Properties are dedicated to and actually maintained by a public body. It is the express intention of this Section that Declarant shall not have a duty to maintain the Common Properties.

ARTICLE XI  
SPECIAL RESTRICTIONS  
AFFECTING COMMON AREA

Section 1. General Intent. It shall be the intent and purpose of this Declaration and these restrictions and covenants to maintain and enhance the Common Area. It shall be the further intent and purpose of the Declaration and these restrictions and covenants to protect any natural streams and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wildlife, game and migratory birds.

Section 2. Buildings. It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on the Plat as a Common Area; and likewise, no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on the Plat as Common Area.

Section 3. Trash. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive materials shall be placed upon the Common Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as a Common Area.

Section 4. Control of Pets. Authorized pets shall only be walked or taken upon those portions of the Common Area designed by the Association from time to time for such purposes. In no event shall said pets be allowed to be walked or taken on or about any Conservation Area contained within the Subdivision.

Section 5. Access to Common Area. Owners, their families and guests shall not enter into any Common Area, except and unless a trail, path, or boardwalk has been constructed by the Declarant, or the Association as provided for above, in which case any person entering into a Common Area shall remain on such trail, path, or boardwalk and shall not disturb or disrupt the natural vegetation or wildlife. The foregoing shall not obligate the Declarant, or the Association to construct any trail, path, or boardwalk or

similar feature upon the Common Area. Further, no such trail, path, or boardwalk shall be created, unless first approved and permitted by the County.

## ARTICLE XII GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions hereof, which shall remain in full force and effect.

Section 2. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 3. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been sent when mailed, postage prepaid, to the last known address of the person or persons who appear as the Owner of the Lot on the records of the Association at the time of such mailing.

Section 4. Subdivision of Lots. No Lot shall be subdivided, or boundaries changed, except with the written consent of the Association and the County. If the Lot subject to further subdivision or boundary change has been annexed into a municipality, then approval and a permit must be obtained from the annexing municipality instead of the County. The Declarant reserves the right to replat any Lots in the Subdivision prior to their sale, without the necessity of the joinder or approval of the Association or other Owners of Lots in the Subdivision, subject to review and approval by the FHA and/or the VA as provided hereinbelow.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the FHA and/or the VA:

- a. Annexation of additional properties,
- b. Dedication of Common Area, and
- c. Amendment of this Declaration of Covenants and Restrictions.

Section 6. Rules and Regulations. The Association may publish unrecorded Rules and Regulations from time to time that shall be applicable to the Subdivision but which shall not be applicable to the Declarant or its affiliates, agents or employees and contractors (except in such contractor's capacity as Owners) nor to institutional first mortgagees, nor to property while owned by either the Declarant or its affiliates or such mortgagees. Such Rules and Regulations shall apply to all other Owners and occupants. The Board of Directors shall be permitted to grant relief to one or more Owners from

specific Rules and Regulations upon written request therefore and good cause shown in the sole opinion of the Board.

Section 7. Easements. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated into the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 8. Covenants Running With the Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) hereof, it is the intention of the Declarant as fee simple owner of the Subdivision, and all other fee simple owners of portions of Subdivision who have joined in the execution of this Declaration, that this Declaration shall constitute covenants running with the land and with title to the Subdivision or any part thereof, or as equitable servitudes upon the land, as the case may be.

Section 9. Dissolution of Association. In the event of a permanent dissolution of the Master Association, the fee simple owners of Lots in the Subdivision shall immediately thereupon hold title to the Common Areas as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof in a manner or under a procedure acceptable to the County. In no event shall the County be obligated to accept any dedication offered to it by the Association or the fee simple owners of the Subdivision pursuant to this Section, but the County may in its sole and absolute discretion accept such a dedication, and any such acceptance must be made by resolution adopted by the County Commission. Any successor to the Association, including the fee simple owners of Lots shall pursuant to this Declaration provide for the continued maintenance and upkeep of the Stormwater Management System, if any, and the Common Area.

Section 10. Swale Maintenance (if applicable). In the event the Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time, each lot owner, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale may be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

Section 11. Flagpole. The Association shall have the right to erect and maintain a flagpole in the landscaped island located at the entrance of the subdivision provided, however, said pole is no higher than fifty feet (50') in overall height. The Association shall be responsible for the perpetual maintenance of the flagpole and the area surrounding said flagpole, including the improvement and unpaved portions of any rights of ways adjacent

thereto. Any flags flown upon the poles shall be removed at sun down, unless the Association installs sufficient lighting to illuminate the flag during the hours of darkness. The Declarant or the Association, as applicable, shall be responsible for obtaining the necessary building permits for the installation and maintenance of the pole and associated lighting. Notwithstanding anything contained herein, to the contrary, in the event the Association does not continuously maintain the pole and the area adjacent to the pole in accordance with the provisions stated herein as well as the City of Sanford Development Order No. 03-0043 wherein the City shall be entitled, but shall not be obligated, after notice to the Association to restore the area to its previous conditions at the Association's expense and, if necessary, file a lien on the property to recover costs of restoration. The City has the right to unilaterally terminate the Association's right to maintain the pole and associated lighting after having provided sufficient notice to the Association and, in such event, the Association shall remove the pole and restore the area to the condition it was in prior to completion of the restoration of the pole within thirty (30) day of receipt of a Notice of Termination.

### ARTICLE XIII ESTOPPEL CERTIFICATE

If all sums due to the Association shall have been paid, the Association shall deliver an estoppel certificate within ten (10) days of a written request therefor. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

### ARTICLE XIV ENFORCEMENT

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein any and all Rules and Regulations which from time to time may be adopted by the Board of Directors of the Association without the necessity of being recorded in the public records.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter. If and as permitted by applicable Florida law, the Association shall have the right to suspend voting rights and use of Common Area (except for legal access) of defaulting Owners. The offending Lot Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

Section 2.1. The St. Johns Water Manager District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and

Restrictions which relate to the maintenance, operation and repair of the surface water or storm water management system.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, Rule or Regulation, provided the following are adhered to:

a. Notice. The Association shall notify the Owner of an alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors or, if required by applicable Florida law, a committee appointed by the Board of Directors (herein, the "Committee") at which time the Owner shall present reasons why penalties should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

b. Hearing. The alleged non-compliance shall be presented to the Board of Directors or the Committee after which the Board of Directors or the Committee shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors or the Committee shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors' or the Committee's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

c. Penalties. The Board of Directors (if its or the Committee's findings are made against the Owner) may impose fines against the Lot owned by the Owner of up to the lesser of the maximum amount permitted by applicable Florida law or the following amounts:

(1) First non-compliance or violation of a particular covenant, restriction, rule or regulation: a fine not in excess of One Hundred and No/100 Dollars (\$100.00).

(2) Second non-compliance or violation of a particular covenant, restriction, rule or regulation: a fine not in excess of Five Hundred and No/100 Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature of a particular covenant, restriction, rule or regulation: a fine not in excess of One Thousand and No/100 Dollars (\$1,000.00).

d. Payment of Penalties. Fines shall be paid not later than ten (10) days after notice of the imposition or assessment of the penalties.

e. Collection of Fines. Fines shall be treated as special assessments subject to the provisions for such assessments provided for in Article IV as modified herein.



f. Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

g. Non-exclusive Remedy. These fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

#### ARTICLE XV AMENDMENT TO DECLARATION

This Declaration and each of the covenants, easements and restrictions set forth herein may be modified or amended only in the following manner:

Section 1. Notice of the subject matter of a proposed amendment or modification shall be included in the notice of any meeting of the members of the Association at which a proposed amendment is to be considered.

Section 2. An amendment may be proposed by the Board of Directors or by twenty-five percent (25%) of the voting members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the members of the Board of Directors and seventy-five percent (75%) of the votes eligible to be cast by members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary prior to the meeting.

Section 3. No amendment may be adopted which discriminates against any Lot owner or against any Lot or class or group of lots, unless the Lot owners so affected consent thereto. No amendment shall change or alter any Lot or the share of the Common Elements appurtenant thereto, nor increase the Lot owner's share of the Common Expense, unless the record owner of the Lots concerned and all record holders of liens on such Lots shall join in the execution of the amendment. Nothing in this paragraph shall limit the Board of Directors in its power as delineated in these Declarations.

Section 4. A copy of each amendment, accompanied by adopted resolution, shall be attached to a certificate certifying that said amendment was duly adopted, which certificate shall be effective when said documents are so recorded. Likewise, any amendment accomplished by agreement of the required number of Members or, where required, by all Lot owners and record owners of liens or mortgages, shall be effective when the agreement effecting such amendment is recorded among the Public Records of Seminole County, Florida.

Section 5. Notwithstanding anything hereinabove set forth in this Article, the Declarant reserves the right to amend, modify, alter or annul any of the covenants,

conditions, restrictions or easements of this Declaration, until such time as ninety percent (90%) of the Lots have been sold and the ownership interests therein are actually conveyed to purchasers other than the Declarant; provided, however, that any such amendment must comply with the terms of paragraph 12.3 hereof.

Section 6. Each Lot owner consents that this Declaration may be amended by Declarant so long as Declarant is a Class B member, to conform to the requirements of any Institutional Mortgagee and of any Federal agency (including such agencies as FNMA and GNMA) which insures or purchases mortgages.

Section 7. Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

#### ARTICLE XVI DISCLAIMER OF LIABILITY OF ASSOCIATION

Notwithstanding anything contained herein or in the Articles of Incorporation, By-laws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of the properties including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) It is the express intent of this Declaration and the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(b) The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Seminole County and/or any other jurisdiction or the prevention of tortious activities; and

(c) The provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title to his Lot) and each other person having an interest in or lien upon, or making a use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

As used in this Article, "Association" shall include within its meaning all of Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions of this Article shall also inure to the benefit of Declarant, which shall be fully protected hereby.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer this 28th day of November, 2003.

DECLARANT:  
D.R. HORTON, INC.

By: [Signature]  
David V. Auld, Division President

STATE OF FLORIDA  
COUNTY OF ORANGE

This foregoing instrument was acknowledged before me this 28th day of ~~September~~ <sup>November</sup>, 2003 by David V. Auld, as Division President of D.R. HORTON, INC., a Delaware corporation, who is personally known to me (or who produced a current driver's license issued by a state of the United States of America) and who did not take an oath.



[Signature]  
Notary Public

Print Name of Notary

My commission expires 7/26/06

EXHIBIT 'A'

PARCEL A:

Commencing at the Southwest corner of Section 29, Township 19 South, Range 31 East, Seminole County, Florida; thence run North 00°04'52" East 25.00 feet along the West line of said Section 29, to the Point of Beginning; continuing along the West line of said Section 29, run North 00°04'52" East 2610.35 feet; thence due East 1322.27 feet; thence South 00°04'26" West 635.35 feet; thence due East 677.88 feet; thence North 00°04'00" East 555.29 feet; thence South 57°00'00" East 220.73 feet; thence South 54°00'00" East 188.02 feet; thence South 00°04'00" West 2299.56 feet; thence due West 506.00 feet; thence North 00°04'00" East 197.50 feet; thence due West 190.00 feet; thence South 00°04'00" West 197.50 feet; thence due West 650.27 feet; thence North 00°04'31" East 185.00 feet; thence due West 222.00 feet; thence South 00°04'31" West 185.00 feet; thence due West 769.96 feet to the Point of Beginning.

PARCEL B:

The East 160.0 feet of the South 210.0 feet of the West ½ of the East ½ of the Southwest ¼ of the Southwest ¼ of Section 29, Township 19 South, Range 31 East, Seminole County, Florida; LESS AND EXCEPT the South 25.00 feet for road right-of-way.

AND the West 12.0 feet of the East 172.0 feet of the South 210.0 feet of the West ½ of the East ½ of the Southwest ¼ of the Southwest ¼ of Section 29, Township 19 South, Range 31 East, Seminole County, Florida; LESS AND EXCEPT the South 25.00 feet for road right-of-way.

AND the West 50.0 feet of the East 222.0 feet of the South 330.0 feet of the West ½ of the East ½ of the Southwest ¼ of the Southwest ¼ of Section 29, Township 19 South, Range 31 East, LESS the North 120 feet, Seminole County, Florida; LESS AND EXCEPT the South 25.00 feet for road right-of-way.

MARYANNE MORSE  
CLERK OF COURT, SEMINOLE COUNTY  
301 NORTH PARK AVE  
SANFORD, FL 32771  
407-665-4411

EXHIBIT A

DATE:04/30/2003  
TIME:09:43:18 AM  
RECEIPT:163002

FOWLER & O'QUINN PA

ITEM -01 F 09:43:08 AM  
FILE:2003071188 BK/PG:4799/0814  
RECORDING FEE 10.50  
DEED DOC TAX 19,600.00  
Sub. Total 19,610.50

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 04634 PG 1710  
CLERK'S # 2002993297  
RECORDED 12/17/2002 10:01:49 AM  
RECORDING FEES \$4.00  
RECORDED BY M Holden

Return original recorded document to:  
Department of Resource Management  
Division of Permit Data Services  
St. Johns River Water Management District  
Post Office Box 1429  
Palatka, Florida 32178-1429

Send copy to:  
Jamie E. Seaman, P.A.  
1750 E. Lake Mary Blvd.  
Sanford, Florida 32773

A

### CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 17<sup>TH</sup> day of NOVEMBER, 2002 by Celery Farms Manor, LLC, a Florida limited liability company, having an address at 725 North Magnolia Avenue, Orlando, Florida 32803 ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P. O. Box 1429, Palatka, Florida 32178-1429 ("Grantee").

#### WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Seminole County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference as Celery Manor Tract F and Tract G (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit # 4-117-83861-1 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation.

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Certified copy

EXHIBIT B

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(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties that may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property that may occur on the Property.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Seminole County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

GRANTOR:  
Celery Farms Manor, LLC

Signature: [Signature]

By: [Signature]  
Mohammedtari Jaffer,  
its Managing Member


Printed Name: Amir A. Sirof

Signature: [Signature]


Printed Name: Lupe C. Chun

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2002, by Mohammedtari Jaffer, Jr. who did not take an oath.

 Lupe C Chun  
My Commission CC875823  
Expires October 17 2004

[Signature]  
Notary Public, State of Florida  
at Large.  
My Commission Expires: [Signature]

 Lupe C Chun  
My Commission CC875823  
Expires October 17 2004

Serial No. \_\_\_\_\_  
Personally known / OR produced identification / Identification  
produced Florida Driver License

EXHIBIT A  
LEGAL DESCRIPTION OF TRACT F  
PLAT OF CELERY MANOR

89° - should read

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS;  
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 29;  
THENCE RUN NORTH 00 DEGREES 04' 52" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 2414.80 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUE ALONG SAID WEST LINE NORTH 00 DEGREES 04' 52" EAST, 220.65 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4;  
THENCE RUN SOUTH 00 DEGREES 00' 00" EAST ALONG SAID NORTH LINE, 1322.28 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4;  
THENCE RUN SOUTH 00 DEGREES 04' 28" WEST ALONG SAID EAST LINE, 426.45 FEET;  
THENCE DEPARTING SAID EAST LINE RUN NORTH 53 DEGREES 39' 00" WEST, 55.08 FEET;  
THENCE RUN NORTH 75 DEGREES 48' 13" WEST, 19.28 FEET;  
THENCE RUN SOUTH 83 DEGREES 37' 45" WEST, 62.45 FEET;  
THENCE RUN NORTH 71 DEGREES 52' 08" WEST, 55.00 FEET;  
THENCE RUN NORTH 79 DEGREES 10' 06" WEST, 82.84 FEET;  
THENCE RUN NORTH 85 DEGREES 41' 56" WEST, 98.37 FEET;  
THENCE RUN NORTH 42 DEGREES 21' 33" WEST, 90.76 FEET;  
THENCE RUN NORTH 73 DEGREES 07' 40" WEST, 7.25 FEET;  
THENCE RUN SOUTH 85 DEGREES 28' 47" WEST, 82.53 FEET;  
THENCE RUN NORTH 72 DEGREES 07' 48" WEST, 105.89 FEET;  
THENCE RUN SOUTH 77 DEGREES 32' 30" WEST, 158.35 FEET;  
THENCE RUN NORTH 46 DEGREES 25' 37" WEST, 73.43 FEET;  
THENCE RUN SOUTH 87 DEGREES 28' 34" WEST, 22.97 FEET;  
THENCE RUN NORTH 83 DEGREES 07' 47" WEST, 235.54 FEET;  
THENCE RUN NORTH 87 DEGREES 33' 28" WEST, 78.04 FEET;  
THENCE RUN SOUTH 89 DEGREES 10' 04" WEST, 91.31 FEET;  
THENCE RUN SOUTH 89 DEGREES 08' 28" WEST, 100.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8.748 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF TRACT G  
PLAT OF CELERY MANOR

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS;  
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 29;  
THENCE RUN NORTH 00 DEGREES 04' 52" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 2635.35 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4;  
THENCE RUN SOUTH 00 DEGREES 00' 00" EAST ALONG SAID NORTH LINE, 1322.28 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4;  
THENCE RUN SOUTH 00 04' 28" WEST ALONG SAID EAST LINE, 835.35 FEET TO THE NORTH

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89° - should read

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LINE OF THE SOUTH 2000 FEET OF THE WEST 678 FEET OF GOVERNMENT LOT 3; THENCE RUN SOUTH 90 DEGREES 00' 00" EAST ALONG SAID NORTH LINE, 200.85 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 90 DEGREES 00' 00" EAST, 477.23 FEET TO THE WEST LINE OF THE WEST 337.5 FEET OF THE EAST 644.5 FEET OF GOVERNMENT LOT 3;

THENCE RUN NORTH 04' 00" EAST ALONG SAID WEST LINE, 558.29 FEET TO THE NORTH LINE OF GOVERNMENT LOT 3;

THENCE RUN SOUTH 57 DEGREES 00' 00" EAST ALONG SAID NORTH LINE, 220.73 FEET;

THENCE RUN SOUTH 54 DEGREES 00' 00" EAST ALONG SAID NORTH LINE, 188.02 FEET TO THE EAST LINE OF THE AFORESAID WEST 337.5 FEET OF THE EAST 644.5 FEET OF GOVERNMENT LOT 3;

THENCE RUN SOUTH 00 DEGREES 04' 00" WEST ALONG SAID EAST LINE, 442.22 FEET;

THENCE DEPARTING SAID EAST LINE RUN NORTH 74 DEGREES 21' 27" WEST, 117.55 FEET;

THENCE RUN SOUTH 84 DEGREES 35' 47" WEST, 138.08 FEET;

THENCE RUN SOUTH 74 DEGREES 38' 28" WEST, 11.98 FEET;

THENCE RUN SOUTH 01 DEGREES 23' 04" WEST, 167.00 FEET;

THENCE RUN NORTH 79 DEGREES 01' 50" WEST, 137.94 FEET;

THENCE RUN NORTH 27 DEGREES 48' 55" WEST, 22.20 FEET;

THENCE RUN NORTH 88 DEGREES 30' 44" WEST, 30.18 FEET;

THENCE RUN NORTH 81 DEGREES 54' 58" WEST, 62.20 FEET;

THENCE RUN NORTH 44 DEGREES 52' 59" WEST, 23.88 FEET;

THENCE RUN NORTH 89 DEGREES 07' 48" WEST, 30.85 FEET;

THENCE RUN SOUTH 81 DEGREES 32' 20" WEST, 77.37 FEET;

THENCE RUN SOUTH 85 DEGREES 38' 38" WEST, 42.88 FEET;

THENCE RUN SOUTH 84 DEGREES 19' 11" WEST, 50.04 FEET;

THENCE RUN SOUTH 81 DEGREES 37' 28" WEST, 83.19 FEET;

THENCE RUN NORTH 41 DEGREES 50' 35" WEST, 19.67 FEET;

THENCE RUN SOUTH 81 DEGREES 25' 53" WEST, 35.38 FEET;

THENCE RUN NORTH 25 DEGREES 58' 43" WEST, 118.40 FEET;

THENCE RUN NORTH 32 DEGREES 53' 16" EAST, 149.63 FEET;

THENCE RUN NORTH 09 DEGREES 18' 07" EAST, 2.49 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 7.163 ACRES MORE OR LESS.

LEGIBILITY UNSATISFACTORY  
FOR SCANNING

This is not a certified copy

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