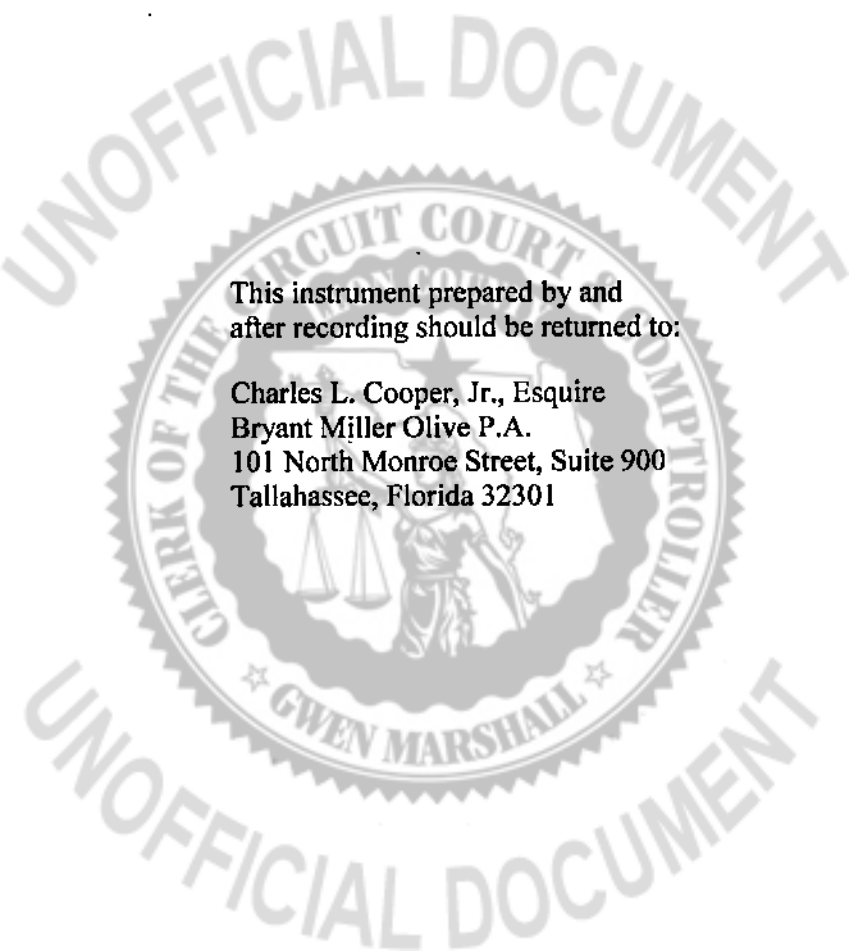


**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SUMMERFIELD**

This instrument prepared by and
after recording should be returned to:

Charles L. Cooper, Jr., Esquire
Bryant Miller Olive P.A.
101 North Monroe Street, Suite 900
Tallahassee, Florida 32301



**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SUMMERFIELD**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMERFIELD is made this 3 day of Aug, 2020, by SUMMERFIELD LAND, LLC, whose address is 4910 North Monroe Street, Tallahassee, Florida 32303 ("Declarant").

RECITALS:

A. Declarant is the fee simple owner of the real property described on **Exhibit "A"** attached hereto and by reference made a part hereof (the "Property").

B. Declarant desires to preserve and enhance the values and quality of life in the Property and to provide for the maintenance of certain areas and improvements for the benefit of the Property.

C. Declarant intends to form a non-profit entity to maintain or administer certain property, to administer and enforce this Declaration, and to collect and disburse assessment funds.

D. Any lender having a mortgage lien on any part of the Property as of the time of filing this Declaration shall have executed the Joinder and Consent by Mortgagee attached hereto as **Exhibit "B"** and by reference made a part hereof.

DECLARATIONS:

NOW, THEREFORE, Declarant declares that the Property is and shall be owned, improved, transferred and occupied subject to this Declaration.

**ARTICLE I
DEFINITIONS**

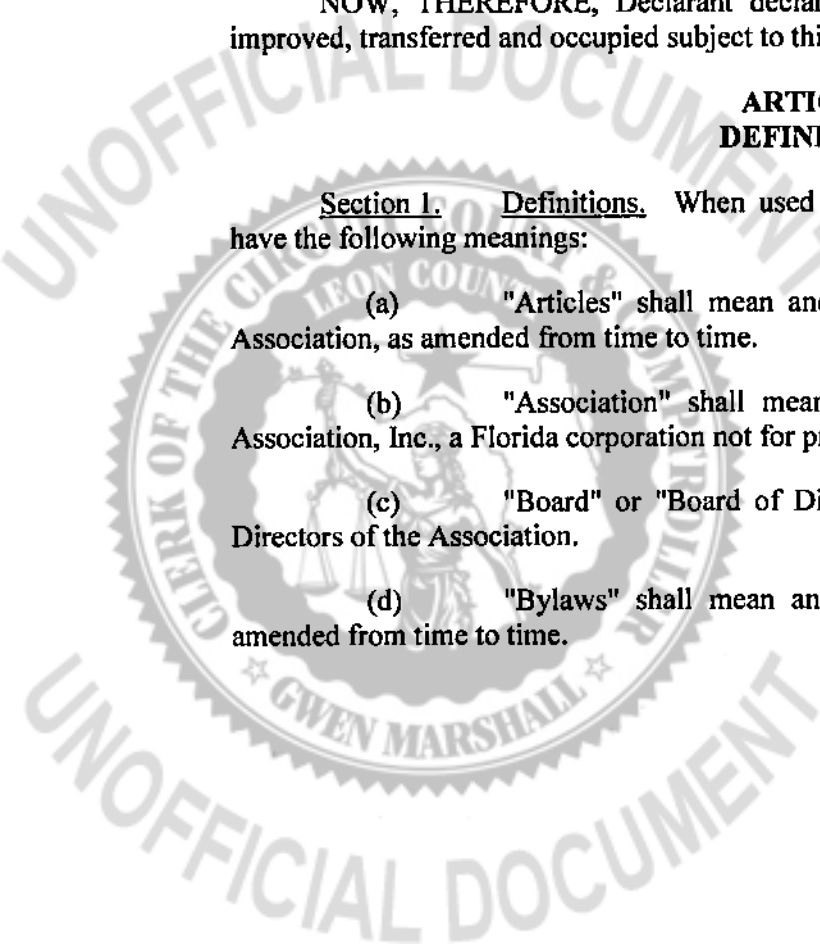
Section 1. Definitions. When used in this Declaration, the following words shall have the following meanings:

(a) "Articles" shall mean and refer to the Articles of Incorporation of the Association, as amended from time to time.

(b) "Association" shall mean and refer to Summerfield Property Owners Association, Inc., a Florida corporation not for profit, and its successors and assigns.

(c) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(d) "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.



(e) "Common Expense" shall mean and refer to the expense of operating the Association and meeting the costs incurred by the Association in performing its duties and in exercising its prerogatives, including without limitation costs incurred for operation, maintenance, insurance and improvement of the Common Area.

(f) "Common Area" shall mean and refer to the real property from time to time intended to be maintained by the Association, including but not limited to the access and utility easements, and drainage easements and stormwater facilities, all as depicted on the Subdivision Plat (and on Exhibit "A" attached hereto), and devoted to the use and enjoyment of all Members of the Association, all at Common Expense. For purposes hereof, the Common Area shall include any conservation easements granted in favor of any federal, state or local governmental entity or agency and any facilities and improvements constructed or installed upon any part of the Common Area. Such facilities and improvements may include, but are not limited to: mail kiosks, sidewalks, drainage swales and related facilities, landscaping, fences and gates, signs and entrances, pools, tennis courts, footpaths, and other recreational facilities.

(g) "Declarant" shall mean and refer to Summerfield Land, LLC, its successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment.

(h) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Summerfield, as amended or supplemented.

(i) "Dwelling" shall mean and refer to a single family residence located on a Lot. All Dwellings must be constructed in compliance with the preapproved plans and specifications set forth in the Home Design Plan.

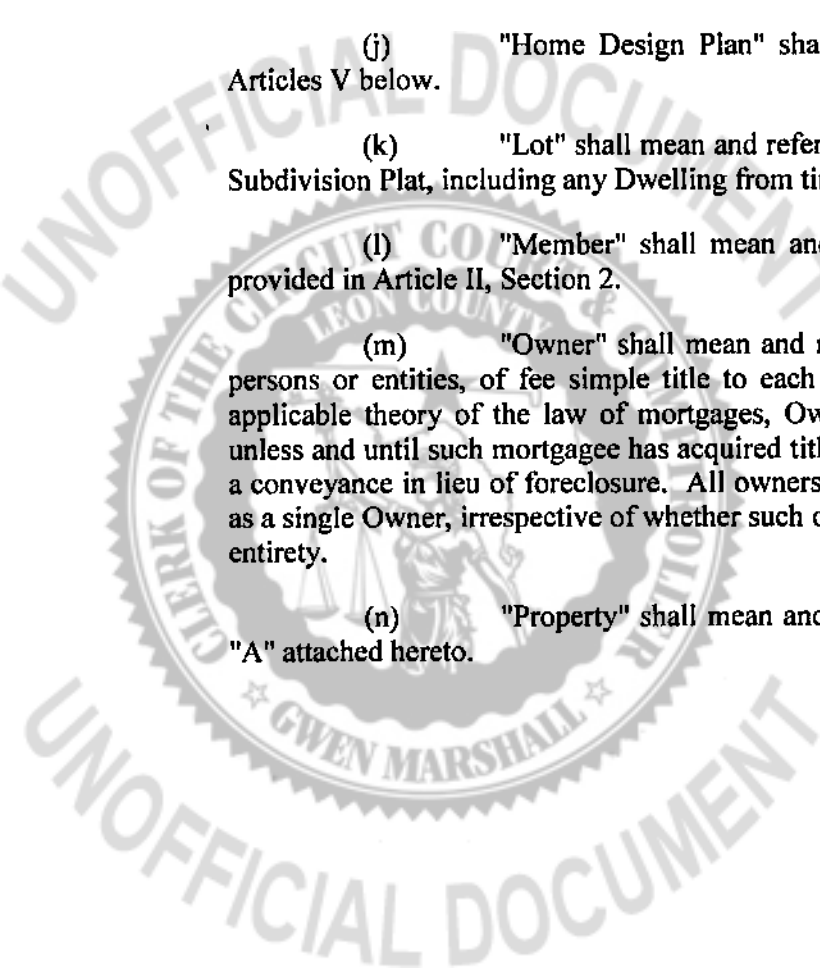
(j) "Home Design Plan" shall have the meaning set forth in Section 1 of Articles V below.

(k) "Lot" shall mean and refer to each residential building site depicted on the Subdivision Plat, including any Dwelling from time to time located on such building site.

(l) "Member" shall mean and refer to each Member of the Association as provided in Article II, Section 2.

(m) "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Lot in the Property, but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to a Lot pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. All owners of a single Lot shall be treated for all purposes as a single Owner, irrespective of whether such ownership is joint, in common, or tenancy by the entirety.

(n) "Property" shall mean and refer to the real property described on Exhibit "A" attached hereto.



(o) "Subdivision Plat" shall mean and refer to the Plat of Summerfield recorded in Plat Book _____, Page _____, of the Public Records of Leon County, Florida.

(p) "Summerfield" means the single family subdivision development to be constructed and located upon the Property in accordance with the Subdivision Plat. Declarant may change the name of the said subdivision at any time prior to the sale of any Lot to an Owner other than Declarant by amendment to this Declaration.

Section 2. Interpretation. The provisions of this Declaration and the Articles, Bylaws and any rules and regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Property, the preservation of the value of the Lots and the protection of Declarant's rights, benefits and privileges herein contemplated. Notwithstanding that this Declaration was prepared, initially, at the direction of the Declarant, and notwithstanding any rule of construction to the contrary, this Declaration shall not be more strictly construed against the Declarant and/or any of his affiliates than against any other person or entity.

ARTICLE II THE ASSOCIATION

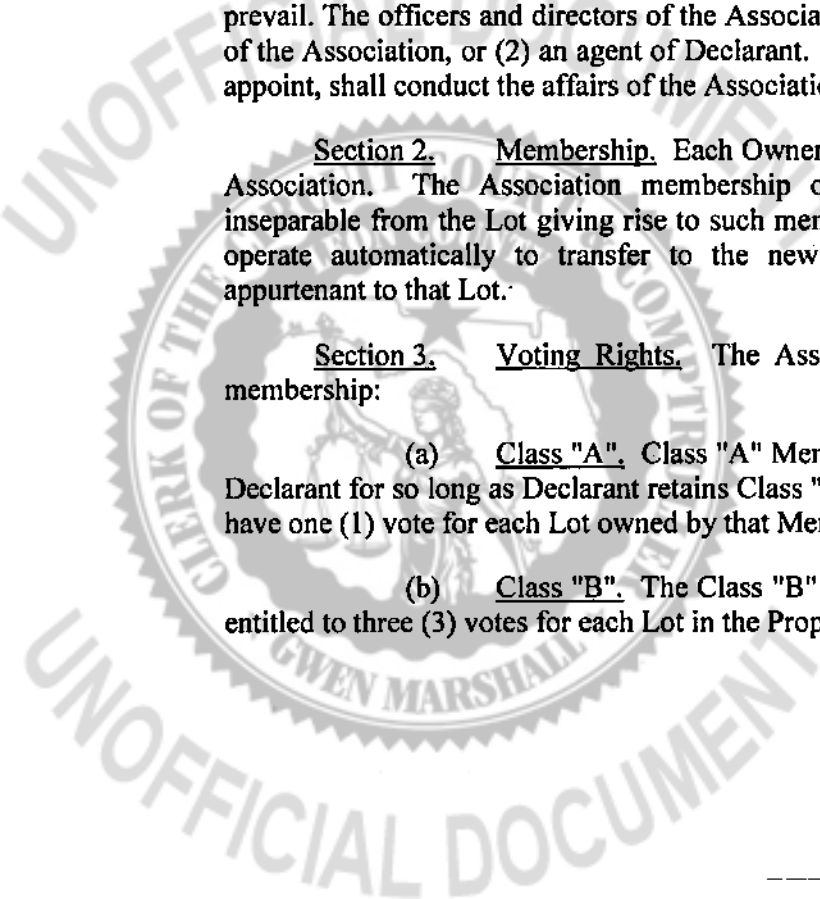
Section 1. The Association. The Association shall be a nonprofit corporation. The Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles, or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and Common Area. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either (1) a Member of the Association, or (2) an agent of Declarant. The Board, and such officers as the Board may appoint, shall conduct the affairs of the Association.

Section 2. Membership. Each Owner (including Declarant) shall be a Member of the Association. The Association membership of each Owner shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Lot.

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

(a) Class "A". Class "A" Members shall be all Owners, with the exception of Declarant for so long as Declarant retains Class "B" voting rights. Each Class "A" Member shall have one (1) vote for each Lot owned by that Member.

(b) Class "B". The Class "B" Member shall be Declarant. Declarant shall be entitled to three (3) votes for each Lot in the Property owned by Declarant.



UNOFFICIAL DOCUMENT

(c) Termination of Class "B" Membership. As each Lot in the Property is conveyed by Declarant to a Class "A" Member, Declarant's Class "B" votes for that Lot shall automatically lapse. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of the following:

- (i) When the total outstanding Class "A" votes in the Association equals or exceeds the total outstanding Class "B" votes; or
- (ii) Ten (10) years from the date of recording this Declaration; or
- (iii) At such earlier time as Declarant, in its discretion, may so elect.

Upon the happening of any one of these events, Declarant or any Member may call a special meeting of the Members to advise of the termination of Class "B" membership.

Section 4. Election of Directors. Notwithstanding any other provision contained herein, or in the Articles or Bylaws, the Members shall be allowed to elect the members of the Board on a one (1) vote per Lot basis, with the first such election to be held at a meeting of the Members called for such purpose on or before the date on which the Declarant has sold or conveyed away more than fifty percent (50%) of the total Lots.

Section 5. Veto Power. Notwithstanding any other provision herein, Declarant shall have veto power over all actions of the Association and the Board of Directors of the Association that affect the Property and the Common Area. This veto power shall expire: (i) when Declarant no longer owns any lands within the Property, or ten (10) years from the date of recording this Declaration, whichever occurs first. The veto shall be exercised as follows:

(i) Declarant shall have been given written notice of each meeting of the Members and of the Board by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

(ii) Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy or program authorized by the Board, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (iii) below, Declarant's veto must be exercised by Declarant, its representatives or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

(iii) If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in

advance of such implementation, and Declarant shall then have (10) days after receipt of such notice to exercise its veto.

Section 6. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one (1) Class "A" vote is cast for any Lot, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot.

ARTICLE III PROPERTY RIGHTS IN THE COMMON PROPERTIES

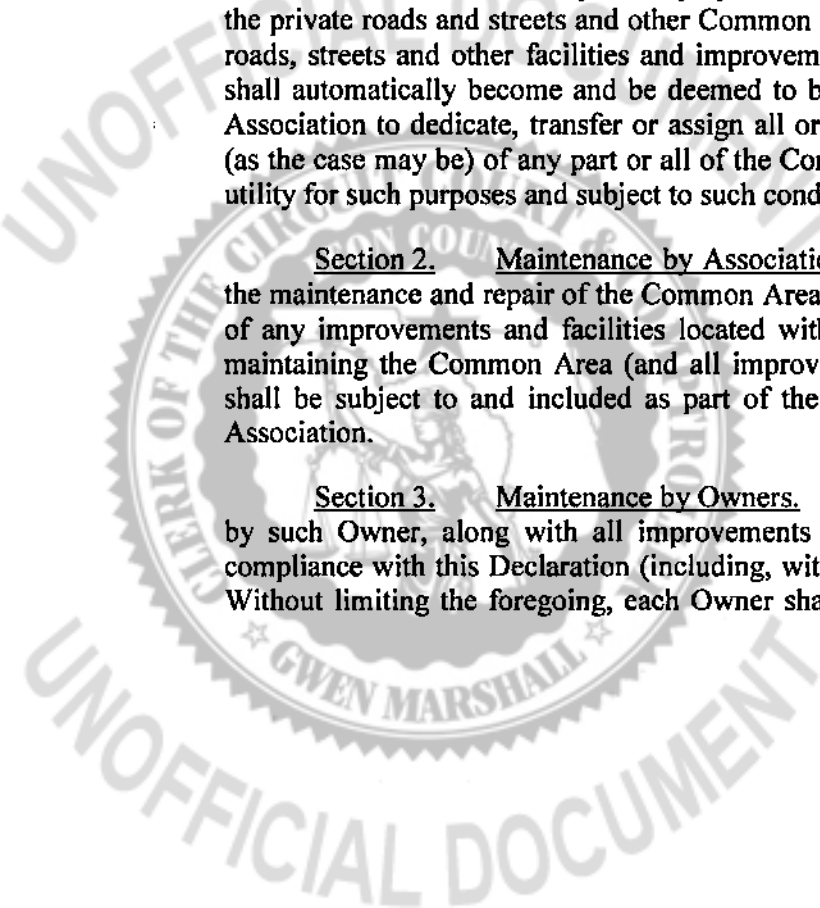
Section 1. Easements in Common Area. Declarant hereby creates, reserves and declares to exist in favor of Declarant, for the benefit of the parcels of land owned by Declarant and described on Exhibit "D" attached hereto, the Association for the benefit of the Association, and each Owner (including Declarant) a perpetual, non-exclusive right and easement of use and enjoyment in and to the Common Area for ingress, egress, utilities, stormwater drainage, and entry way features (including, without limitation, any privacy gates, landscaping, signage, and any access and utility easements depicted on the Subdivision Plat and also on Exhibit "A" attached hereto) which shall be appurtenant to and pass with the title to each Lot (but shall not be deemed to grant or convey any ownership interest in the Common Area), and shall be subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an Owner for any period during which an assessment against his Lot remains unpaid.

(b) On or prior to the date on which more than seventy percent (70%) of the Lots have been sold or conveyed away by Declarant, Declarant shall deed or convey title to all of the private roads and streets and other Common Areas to the Association. At such time, all such roads, streets and other facilities and improvements conveyed by Declarant to the Association shall automatically become and be deemed to be part of the Common Areas. The right of the Association to dedicate, transfer or assign all or any part of the above easements or ownership (as the case may be) of any part or all of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.

Section 2. Maintenance by Association. The Association shall be responsible for the maintenance and repair of the Common Area and for the construction, installation and repair of any improvements and facilities located within or upon any Common Area. All costs of maintaining the Common Area (and all improvements and facilities which are a part thereof) shall be subject to and included as part of the annual budget and assessment process of the Association.

Section 3. Maintenance by Owners. Each Owner shall maintain each Lot owned by such Owner, along with all improvements thereon, in good repair and condition and in compliance with this Declaration (including, without limitation, Section 1 of Article VI below). Without limiting the foregoing, each Owner shall maintain any trees planted on such Owner's



lot(s) as part of any approved permitting process or pursuant to any permit documents. The maintenance and repair obligations under this Section 3 shall be performed at the sole cost and expense of the Owner.

Section 4. Delegation. Any Owner (including Declarant) and the Association may grant the benefit of any easement, right or privilege conferred under this Declaration to his, her or its respective officers, agents, employees, contractors, members, tenants, licensees, family, invitees and guests, but the same shall not create, and shall not be construed to create, any rights in the general public.

Section 5. Signage. Notwithstanding the foregoing, Declarant hereby expressly creates and reserves in favor of itself (and its successors and assigns) the non-exclusive perpetual right and easement to install and maintain signage upon the Common Areas. Such signage shall be constructed and maintained (i) in compliance with applicable state and local zoning ordinances and building codes; and (ii) in a character and style, and using materials similar in quality to signage maintained by the Association for itself and the Owners.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Lien and Personal Obligation; Nonpayment. Declarant, for each Lot owned by it in the Property, and each Owner other than Declarant by acceptance of title to any Lot, whether or not it shall be so expressed in any deed or other conveyance, covenant and agree to pay to the Association: (1) annual assessments, and (2) special assessments for capital improvements as herein provided. Said assessments shall be fixed, established and assessed as herein provided. Assessments, together with such interest and late charges as shall be imposed by the Board, and the cost of collection thereof, including without limitation court costs and reasonable attorneys' and paralegals' fees before trial, at trial and on appeal, shall be a charge and a continuing lien upon the Lot against which such assessment is made, and upon any Dwelling located on said Lot, from and after the date on which such assessment is due. Each assessment, together with said interest, late charges, costs and fees, shall also be the personal obligation of each person who was an Owner of the Lot at the time the assessment fell due.

If any assessment or installment thereon is not paid when due, then such assessment shall be delinquent and the delinquent assessment, together with interest, late charges, and collection costs, shall be secured by a continuing lien on the Lot as to which the assessment accrued, and upon any Dwelling located thereon. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority. The lien shall be prior to and superior in dignity to homestead status. The lien shall bind the Lot and any Dwelling located thereon in the hands of the then Owner and of each subsequent Owner. The personal obligation of the Owner to pay such delinquent assessment shall remain that Owner's personal obligation for the statutory limitations period and personal liability shall not pass to successors in title unless expressly assumed by them.

If the delinquent assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the

Association may bring an action for collection against the Owner personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessment(s) are unpaid and may foreclose the lien against the Lot and any Dwelling located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage or may pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment the aforesaid interest, late charges, collection costs and attorneys' and paralegals' fees which shall be recoverable whether or not suit be brought. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale and to own, sell, lease, encumber, use and otherwise deal with the Lot and any Dwelling thereon as the owner thereof.

Section 2. Purpose. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners.

Section 3. Allocation of Annual Assessments Among Lots and Owners. Except for special assessments, the operating budget of the Association shall be assessed against all Owners and Lots in the Property in an equal amount per Lot. However, costs associated with construction, repair, or replacement of Common Area shall be assessed against all Owners and Lots in the Property as special assessments

Section 4. Special Assessments. In addition to annual assessments, the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, repair or replacement on the Common Area; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members of each class who are in attendance and voting in person or by proxy at a meeting duly called for said purpose.

Section 5. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be _____ and No/100 Dollars (\$_____.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than the lesser of: (i) _____ percent (____%) above the assessment for the previous year without a vote of the membership; or (ii) the maximum increase permitted by applicable law.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased more than _____ percent (____%) by the vote or written consent of a majority of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board may increase the annual assessment at any time to an amount not in excess of the maximum.

Section 6. Notice of Quorum of Any Action Authorized under Sections 3, 4, & 5. Written notice of any meeting called for the purpose of taking any action authorized under

Sections 3, 4, or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of the Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first (1st) day of the month following the conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each 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. 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.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Architectural Control; Architectural Review Board ("ARB"). Each Owner shall be required to construct any Dwelling and other improvements in accordance with the pre-approved home plans designated in the Home Design Plan attached hereto as Exhibit "C" and by reference made a part hereof. The Home Design Plan sets forth for each Lot the specific Dwelling plan design which will be allowed to be constructed on the Lot, and the specific location of the Dwelling and any other improvements that may be constructed on the Lot. All Lots and Dwellings in the Property are subject to architectural review in accordance with this Article. No site work, utility extension, drainage improvement, paving, driveway, swimming pool, pool enclosure, building, fence, wall, sidewalk, or any other physical or structural improvement, or change or alteration to the exterior of any existing structure or improvement, or to any existing landscaping, shall be commenced, erected or maintained until the plans showing such details as the size, design, shape, finished grade elevation, height, materials and color of the same have been approved in writing by the ARB. All improvements, changes and alterations (if permitted) shall also comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Until such time as any improvements, changes and/or alterations have been submitted to and approved by the ARB, no Owner (and/or designee thereof) shall make application for a building permit from the applicable governmental agency. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Dwelling as that Owner desires.

Section 2. Membership of ARB. So long as Declarant owns any Lots subject to this Declaration, Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board. The ARB shall consist of no less than two (2) members, none of whom shall be required to be Owners or occupants of the Property. No member of the ARB shall be entitled to compensation for services performed. Members of the ARB (other than those appointed or designated by the Declarant) may be removed by the Board of Directors at any time without cause. Members of the ARB appointed or designated by the Declarant may only be removed by the Declarant. Notwithstanding the

foregoing, the initial ARB shall be composed of one (1) member, and will consist of W. Gordon Thames, Jr.

Section 3. Approvals. Decisions of the ARB shall be by majority action. Unless waived by the ARB, all plans shall be prepared by an architect, builder, or engineer, said person to be employed by and at the expense of the Owner. If for any reason, including purely aesthetic reasons, the ARB should determine that a proposed improvement or alteration is not consistent with the Declarant's development plan, or in the best interest of the Property, such improvement or alteration shall not be made. Approval of plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARB with the location of the structure on the Lot, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARB, will render the proposed improvement or alteration inharmonious with the general development plan. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. Submittals and re-submittals of plans shall be approved or disapproved within thirty (30) days after receipt by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be approval of the plans as submitted or resubmitted. The ARB approval or disapproval shall be written and shall be accompanied by one (1) copy of the plans, etc., to be returned to the Owner. Whenever the ARB disapproves plans, the ARB shall specify the reason or reasons for such disapproval.

Section 4. Waiver of Liability. None of Declarant, the ARB, the Board or the Association, or any agent or employee thereof, shall be liable to anyone submitting plans for approval or to any Owner, occupant or guest of the Property by reason of or in connection with approval or disapproval of any plans, or for any defect in any plans submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans. Approval of plans, or any other approvals, variances or consents, are given solely to protect the aesthetics of the Property in the judgment of the ARB and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with applicable laws, codes, rules or regulations, nor shall ARB approval be deemed approval of any plan or design from the standpoint of structural safety or conformity with building or other codes. Every person who submits plans for approval agrees, by submission of such plans, and every Owner or occupant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages and shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid parties from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

Section 5. Enforcement. Declarant and the Association shall have standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the decisions of the ARB. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial

proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Association, or their respective agents or employees, shall have the right but not the obligation to enter upon the Owner's property, 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 as an individual assessment. Declarant and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence or intentional wrongdoing.

Section 6. No Waiver of Future Approvals. The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

ARTICLE VI EXTERIOR MAINTENANCE

Section 1. Owner's Responsibility. Each Owner shall keep and maintain that Owner's Lot and all building and other improvements and the lawn and landscaping located on that Owner's Lot in good repair and in a neat and attractive condition. The minimum but not exclusive standard for maintenance of improvements shall be consistency with the approved plans therefor and with the general appearance of the other occupied improvements in the Property as a whole when initially constructed and improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The maintenance obligation of each Owner as to building improvements shall include, without limitation, maintenance of all exterior surfaces and roofs, facias and soffits, awnings, trellises, decorative facades, screens, windows and doors. Owners shall clean, repaint or re-stain, as appropriate, the exterior portions of the building improvements (with the same colors as initially approved), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards. Each Owner shall also keep, maintain and irrigate the trees, shrubbery, grass and other landscape material located on that Owner's Lot in good repair and in a neat and attractive condition. The minimum but not exclusive standard for maintenance of landscaping shall be consistency with the approved plans therefor and with the general appearance of the other occupied Lots in the Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Landscape maintenance shall include, without limitation, irrigation, fertilization, weeding, mowing, trimming, spraying for insects and disease, and periodic replacement of dead, damaged or diseased plantings. Each Owner shall grass over (with St. Augustine sod or other grass or groundcover first approved by the ARB), mow and keep free of trash and debris, on a routine basis, the unpaved portion of any platted street(s) abutting the Owner's Lot.

The Association shall have the right but not the obligation to provide exterior repair and maintenance on any Lot or any improvement thereon in the event of default by any Owner in the

duties hereby imposed. Prior to performing repair or maintenance on any Lot, the Board shall determine that there is need of repair or maintenance and such need detracts from the overall appearance of the Property. Except in emergency situations, prior to commencement of any work, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are commenced within fifteen (15) days after the mailing of the notice, and thereafter diligently pursued to completion, the Association may procure said repairs. Upon the Owner's failure to commence timely and to diligently pursue the repairs or maintenance, the Association and its agents or employees shall have the right to enter in or upon the Lot and the exterior of any improvement thereon to perform the repairs or maintenance specified in the notice. In this regard, the Association shall have the right to do such things as, but limited to, paint, repair, replace and care for pools, pool enclosures, roofs, gutters, down spouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of the Property. Declarant, the Association, and their respective agents and employees, shall have no liability to the Owner or any occupant or guest for trespass, or damage or injury to property or person as the result of actions taken hereunder unless caused by gross negligence or intentional wrongdoing.

Section 2. Assessment of Cost. The cost of any work performed by or at the request of the Association pursuant to Section 1 shall be assessed as an individual assessment against the Owner of the Lot upon which such work is done.

Section 3. Access. In order to perform the repairs or maintenance authorized by this Article, the agents or employees of the Association may enter upon any Lot and the exterior of any improvement thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time.

Section 4. On Street Parking. On street parking shall be permitted only in those areas expressly designated by the Association and to the extent such parking does not violate any applicable laws, rules or ordinances. No on street parking shall be permitted on any street that obstructs or impairs pedestrian access to (and use of) any sidewalks.

ARTICLE VII RESTRICTIVE COVENANTS

The Property shall be subject to the following covenants and restrictions which shall bind each Owner and Lot:

Section 1. Obnoxious or Offensive Activity. No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Dwelling, or the Common Area, and all laws and regulations of applicable governmental bodies shall be observed. The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside any

Dwelling: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by other Owners.

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No commercial activity of any kind is permitted, except small home offices not requiring regular customer visitation. No commercial swine or poultry operations, or mobile homes shall be permitted anywhere on the Property.

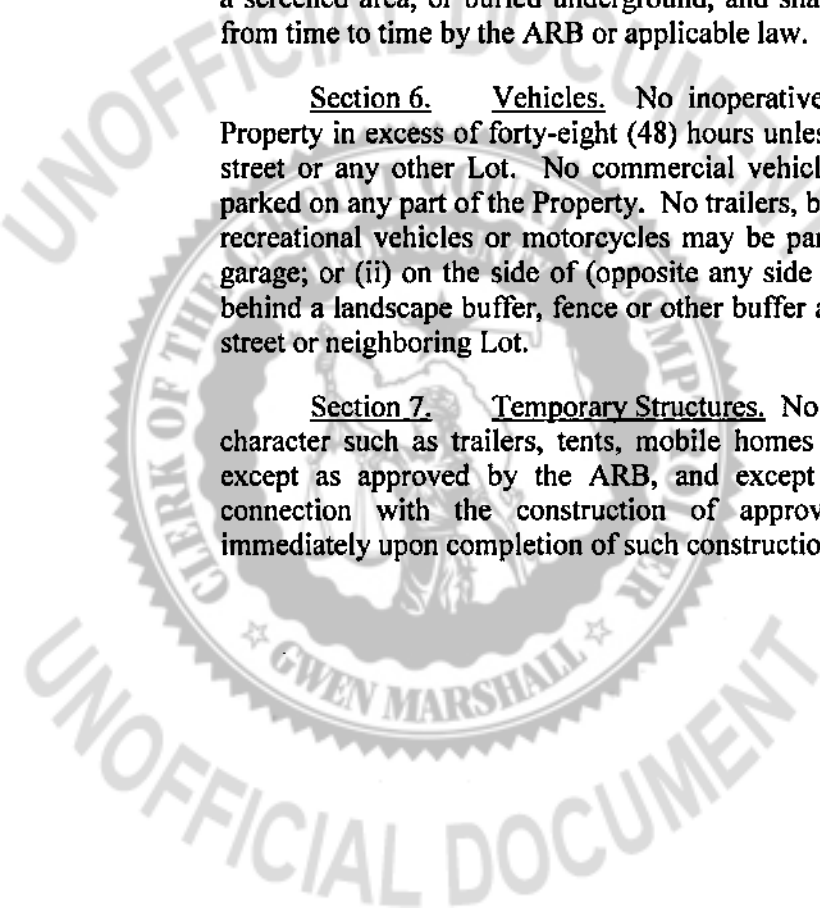
Section 3. Animals. Birds, fish, dogs and cats (collectively, "Animals") may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. All Animals must be kept in a fully fenced area or leashed when outside and shall not be permitted to run loose. Kennels and commercial livestock operations are prohibited. No Owner may keep horses, cattle, goats, sheep or other animals upon any Lot. No Animals shall be permitted to remain on the Property if it or they disturb the tranquility of the Property or the Owners or tenants thereof, if it or they are unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife, or if it or they are specifically excluded from the Property by the Board after notice and hearing.

Section 4. Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each Dwelling, buried underground, or placed within an enclosure or concealed by means of a screening wall approved by the ARB.

Section 5. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the ARB or applicable law.

Section 6. Vehicles. No inoperative vehicles shall be allowed to remain on the Property in excess of forty-eight (48) hours unless kept in an enclosure and not visible from the street or any other Lot. No commercial vehicles, except those present on business, shall be parked on any part of the Property. No trailers, boats, campers, trucks, mobile homes, motorized recreational vehicles or motorcycles may be parked in the Property unless parked (i) inside a garage; or (ii) on the side of (opposite any side street) or behind the Dwelling, so long as it is behind a landscape buffer, fence or other buffer approved by the ARB, and not visible from any street or neighboring Lot.

Section 7. Temporary Structures. No building or structure of a temporary or portable character such as trailers, tents, mobile homes or shacks shall be permitted in the Property, except as approved by the ARB, and except for temporary improvements used solely in connection with the construction of approved permanent improvements and removed immediately upon completion of such construction.



Section 8. Signs. No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot without the prior written approval of the ARB; provided, however, street numbers and name signs on Lots and one sign containing not more than five (5) square feet of surface area per side (2 sides maximum) and used solely in connection with the marketing of the affected Lot for sale or lease shall be permitted without prior approval. Declarant or the Association may enter upon any Lot and remove and destroy any sign which violates this section. This section shall not apply to Declarant or to any residential builder doing business in the Property provided that any such builder first obtains Declarant's written approval of any such structures or materials prior to installing same, such approval to be granted or denied by Declarant in Declarant's sole discretion.

Section 9. Air Conditioning Equipment. No air conditioning equipment other than compressor units may be visible on the exterior of any Dwelling unless previously approved by the ARB, which approval may be based on the adequacy of screening of such equipment. The ARB may prohibit window or wall air conditioning units altogether.

Section 10. Exterior Electronic or Electric Devices. Except to the extent required to be permitted under applicable law, no exterior telecommunications, radio, microwave or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures or devices of any kind may be installed or maintained in the Property without the prior written approval of the ARB.

Section 11. Completion. Upon commencement of construction of improvements on any Lot, the Owner shall diligently prosecute the work to the end that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot on which improvements are being built shall keep the streets and areas adjacent to the Lot free from dirt, mud, garbage, trash or other debris occasioned by construction.

Section 12. Excavation. No clearing or excavation shall be made except incident to construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with sod or seeded in accordance with the approved landscape plan.

Section 13. Fences and Walls. Except for fences or walls constructed by Declarant, there shall be no fence or wall permitted on any Lot unless first approved by the ARB pursuant to Article V. Each Owner within the Property shall be required, at his expense, to construct a fence at the front of his Lot as may be required by Declarant. The purpose of this requirement is to provide for an attractive and consistent appearance within the Property.

Section 14. Yard Accessories, Play Structures and Fixed Games. Except as may otherwise be approved in writing by the ARB, all yard accessories, play structures and fixed games shall be located at the side or rear of the Dwelling.

Section 15. Pools. Swimming pools may not be located in the front or side yard of any Lot.

Section 16. Dwellings.

(a) No Dwelling shall contain less than one thousand (1,000) square feet of air conditioned floor area under roof, exclusive of screened area, open porches, terraces, patios and garage.

(b) Each Dwelling may have a garage capable of housing not less than two (2) standard sized automobiles.

(c) Except as permitted by the ARB, no Dwelling shall exceed three (3) stories in height.

(d) Guest house(s), pool house(s), or other dwelling(s), which may be less than one thousand (1,000) square feet, and shed(s), barn(s) and stable(s) may also be permitted together with a one thousand (1,000) square foot dwelling unit on a single Lot pursuant to subparagraph (a) above, but only after obtaining ARB approval.

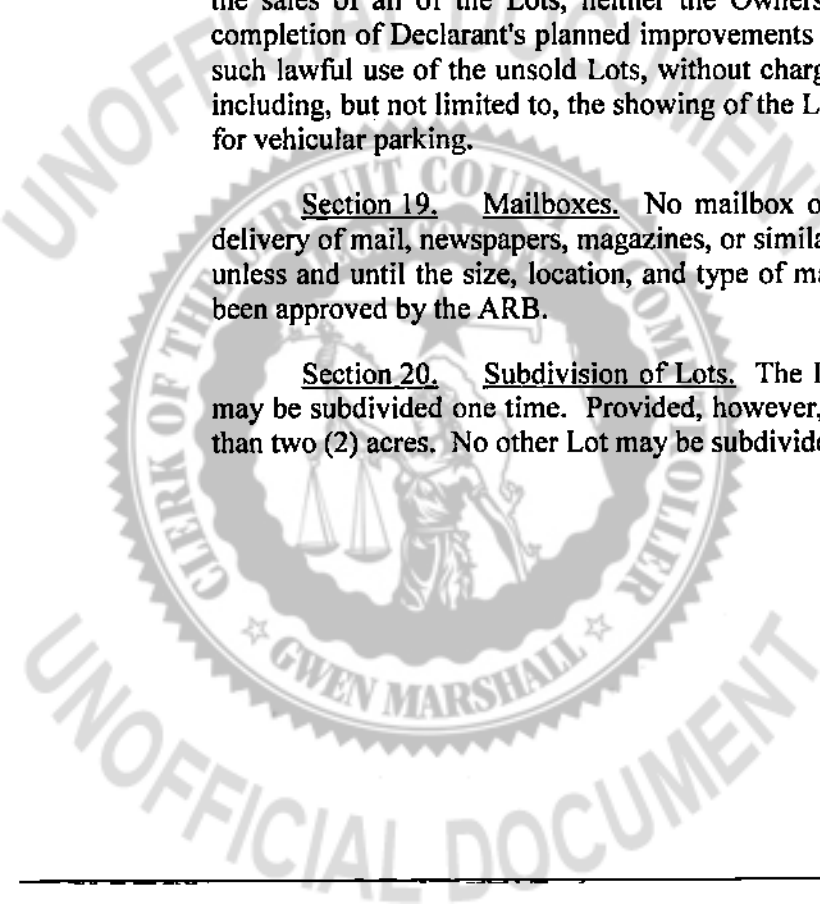
(e) All oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a street or other Lot. This provision shall not apply to central air conditioning compressor units (see Section 9 above).

Section 17. Tree Removal. Except by Declarant, trees measuring twelve inches (12") or more in diameter shall not be cut or removed without the prior written consent of the ARB; provided, however, trees located within six feet (6') of the location of the Dwelling as approved by the ARB may be removed without prior approval.

Section 18. Declarant Reservation. Any provision of this Declaration to the contrary notwithstanding, until Declarant has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association shall interfere with the completion of Declarant's planned improvements and the sale of the Lots. Declarant may make such lawful use of the unsold Lots, without charge, as may facilitate such completion and sale, including, but not limited to, the showing of the Lots and the display of signs and the use of Lots for vehicular parking.

Section 19. Mailboxes. No mailbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar materials shall be erected or located on a Lot unless and until the size, location, and type of material for said boxes or receptacles shall have been approved by the ARB.

Section 20. Subdivision of Lots. The Lot identified as Lot 4 on the Subdivision Plat may be subdivided one time. Provided, however, that no part of said Lot 4 shall consist of less than two (2) acres. No other Lot may be subdivided.



**ARTICLE VIII
ADDITIONAL COVENANTS AND RESTRICTIONS**

No Owner may impose any additional covenants or restrictions on any part of the Property without the prior written approval of Declarant, for so long as Declarant owns any Lot, and thereafter without the prior written approval of the Board.

**ARTICLE IX
AMENDMENT**

Section 1. Amendment by Members. The holders of at least three-fourths (3/4) of the votes in the Association of both the Class "A" Members and Class "B" Members may change or amend any provision hereof either (a) by executing a written instrument in recordable form setting forth such amendment, or (b) by causing a certified copy of a duly adopted resolution of the Members to be prepared, and having the same recorded in the Public Records of Leon County, Florida. A proposed amendment may be initiated by Declarant or the Association, or petition signed by ten percent (10%) of the Members. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be three-fourths (3/4) of the votes of the Members (without regard to class) cast in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment, or the certified copy of the duly adopted resolution, among the Public Records of Leon County, Florida.

Section 2. Amendment by Declarant. So long as Declarant owns at least three (3) Lots, Declarant may, without the approval or consent of any of the Members, amend this Declaration under the following circumstances:

(a) Declarant may make any amendment so long as either (i) Declarant is the owner of all of the Lots; or (ii) such amendment does not materially and adversely affect the dimensions, value or intended use of any other Owner's Lot.

(b) Declarant may make any amendment if such amendment is solely to correct a scrivener's error or an error in the legal description of any Common Areas or easements benefitting the Property. Any such amendment may change the location, size or dimensions of any Common Areas or easements so long as it does not materially and adversely affect (i) the size and dimensions of any other Owner's Lot, or (ii) deprive any Lot of access to necessary access, utility and drainage easements.

Section 3. Consent of Leon County for Certain Amendments. Notwithstanding the forgoing, no amendment shall be made to any covenant or agreement contained in this Declaration which is required to be a part of this Declaration by Chapter 10, Section 10-7.610.1(a) through (m), without the written consent and joinder of Leon County.

ARTICLE X HUD/FHA/VA APPROVAL RIGHTS

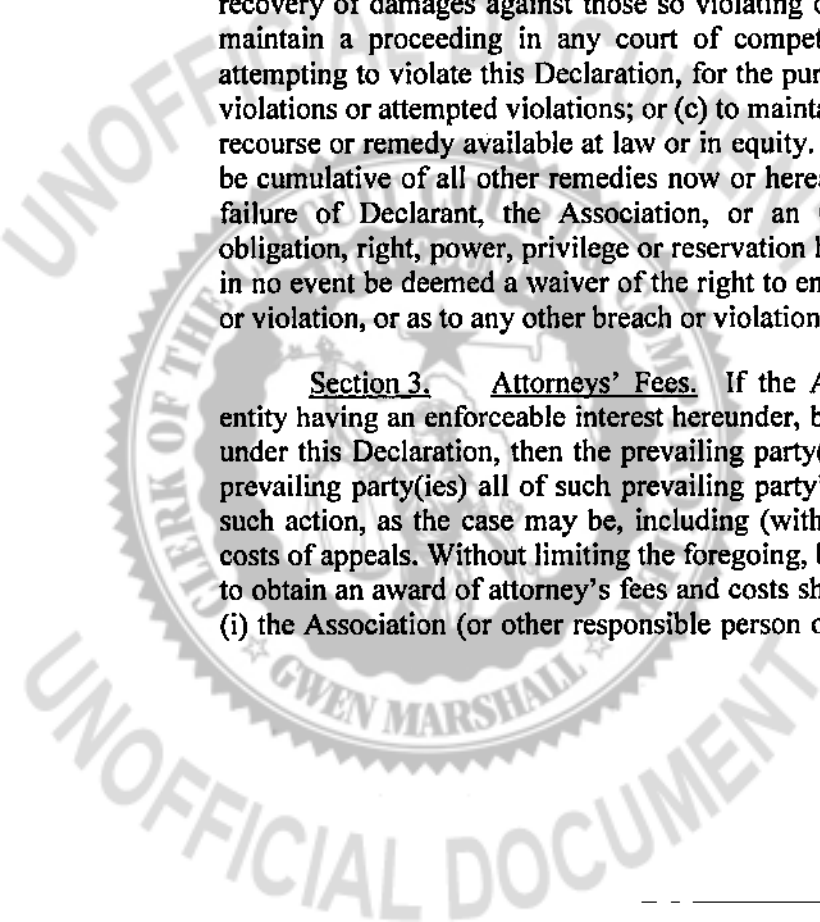
Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class "B" membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of additional property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Area, dedication to the public of any Common Area, any amendment of this Declaration, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Dwellings in the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained.

ARTICLE XI ENFORCEMENT

Section 1. Compliance by Owners. Every Owner and all guests, tenants and invitees of any Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of an Owner or that Owner's tenants, licensees, invitees and guests to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Owner shall be responsible for all costs of enforcement including attorneys' and paralegals' fees actually incurred and court costs. If any person shall violate or attempt to violate this Declaration, it shall be lawful for Declarant, any Owner, or the Association: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate this Declaration; (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted violations; or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. The remedies contained in this provision shall be cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of Declarant, the Association, or an Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

Section 3. Attorneys' Fees. If the Association, or any Owner or other person or entity having an enforceable interest hereunder, brings any action to enforce his, her or its rights under this Declaration, then the prevailing party(ies) to such action may recover from the non-prevailing party(ies) all of such prevailing party's(ies') costs incurred in bringing or defending such action, as the case may be, including (without limitation) attorneys' fees, court costs and costs of appeals. Without limiting the foregoing, but solely for the avoidance of doubt, such right to obtain an award of attorney's fees and costs shall apply in the case of any litigation to require (i) the Association (or other responsible person or entity) to perform its obligations in regard to



annual assessments and the maintenance and repair of streets and common areas; and (ii) the Declarant to deed private streets or roads, drainage facilities and Common Area improvements to the Association (or other responsible corporate entity) before more than seventy percent (70%) of the Lots have been sold or conveyed away by the Declarant (as provided for in Section 1(b) of Article III above).

ARTICLE XII DURATION AND TERMINATION

This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the public records, after which time this Declaration and any supplemental declaration shall be automatically extended for successive periods of ten (10) years.

ARTICLE XIII GENERAL PROVISIONS

Section 1. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 2. Enforcement. Without limiting the generality of Article XI, enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Interpretation. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Leon County, Florida.

Section 6. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and said Articles shall take precedence over the Bylaws and any rules hereinafter promulgated.

Section 7. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot.

ARTICLE XIV DISCLAIMERS

Section 1. Disclaimer of Representations or Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

Section 2. General. Notwithstanding anything contained herein or in the Articles, Bylaws and rules and regulations of the Association or any other document governing or binding the Association, Declarant or the Property (collectively, the "constituent documents"), neither the Association nor the Declarant shall 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 Property including, without limitation, residents and their families, agents, employees, contractors, guests or invitees, or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the constituent documents that the various provisions thereof which are enforceable by the Association or Declarant or which govern the uses of the Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, nor has been created, to act as an entity which enforces or ensures compliance with the laws of the United States, State of Florida, Leon County, or any other jurisdiction, or prevents tortious activities; and

(c) any provisions of the constituent 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 such reason.

Each Owner (by virtue of his acceptance of title to its, his or her Lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by

virtue of accepting such interest or lien or making such uses) shall be bound by this Article XIV and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association or Declarant and arising from or connected with any matter for which the liability of the Association or Declarant has been disclaimed in this Article or in this Declaration generally.

As used in this Article XIV, the words "Association" and "Declarant" shall each include within their meanings all of the respective directors, officers, committees and board members, employees, agents, contractors (including without limitation management companies), and successors and assigns of each.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

[SIGNATURE ON FOLLOWING PAGE]



WITNESSES:

Alexandra Pearce
Print Name: Alexandra Pearce

Christian Griffith
Print Name: Christian Griffith

DECLARANT:

SUMMERFIELD LAND, LLC, a Florida limited liability company

By: William G. Thames, Jr.
William G. Thames, Jr., Manager

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 29 day of July, 2020, by William G. Thames, Jr., as Manager of Summerfield Land, LLC, a Florida limited liability company, on behalf of the company. He () is personally known to me or () produced Florida driver license as identification.



Julie Rich
Notary Public
My commission expires:



EXHIBIT INDEX

- EXHIBIT "A": PROPERTY**
- EXHIBIT "B": JOINDER AND CONSENT BY MORTGAGEE**
- EXHIBIT "C": HOME DESIGN PLAN**
- EXHIBIT "D": LEGAL DESCRIPTION OF PARCELS TO BE BENEFITTED BY
THE EASEMENT**



EXHIBIT "A" TO DECLARATION
LEGAL DESCRIPTION OF PROPERTY



EXHIBIT "B" TO DECLARATION

JOINDER AND CONSENT BY MORTGAGEE

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, whose address is _____ (the "Mortgagee"), the owner and holder of that certain Mortgage dated _____ and recorded _____, in Official Records Book ____, Page ____, of the Public Records of Leon County, Florida (the "Security Document") encumbering the Property described in Exhibit "A" attached to the foregoing Declaration of Covenants, Conditions and Restrictions for Summerfield (the "Declaration"), by the execution hereof, hereby joins into and consents to the placing of the Declaration on the Property and further covenants and agrees that the lien of the Security Document is and shall remain subordinate to said Declaration as if the Declaration had been executed and recorded prior to execution, delivery or recordation of the Security Document.

IN WITNESS WHEREOF, the Mortgagee has executed this Joinder and Consent by Mortgagee on the date set forth below.

WITNESSES:

MORTGAGOR:

Print Name: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of _____, 202__, by _____, as _____ of _____, on behalf of the _____. He/she () is personally known to me or () produced _____ as identification.

Notary Public
My commission expires:

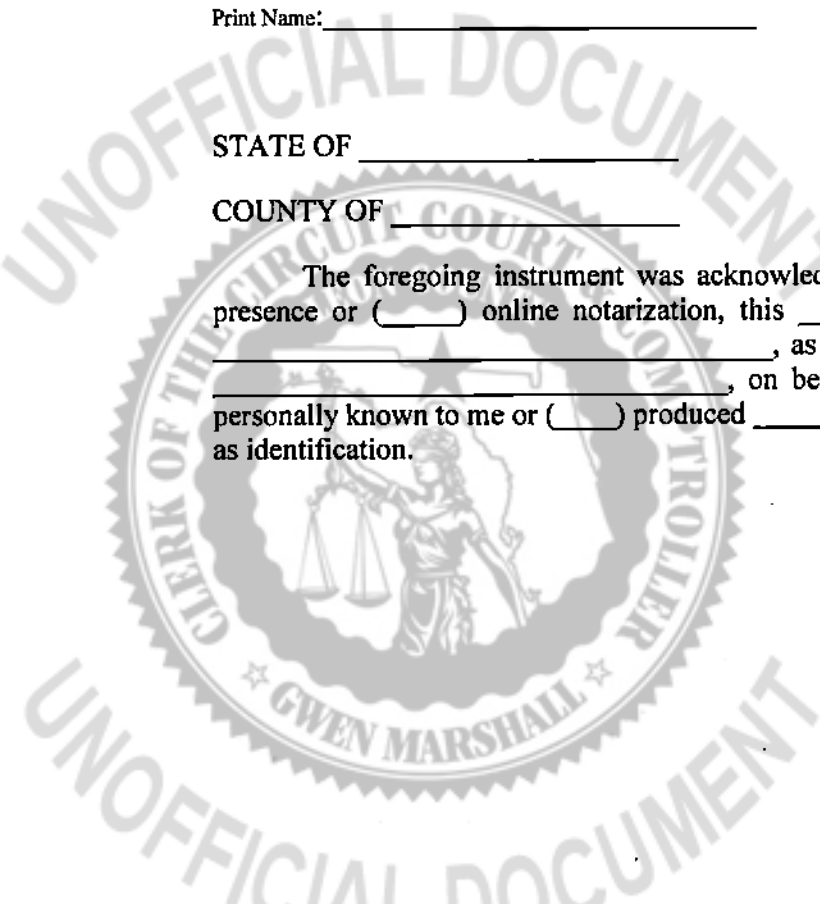


EXHIBIT "C"

HOME DESIGN PLAN



EXHIBIT "D"

LEGAL DESCRIPTION OF PROPERTY BENEFITTED BY EASEMENT

