

This instrument prepared by and  
after recording should be returned to:  
Charles L. Cooper, Jr., Esquire  
Bryant Miller Olive P.A.  
1545 Raymond Diehl Road, Suite 300  
Tallahassee, Florida 32308

**SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
SUMMERFIELD, SINGLE FAMILY (SF) - PHASE IV**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMERFIELD, SINGLE FAMILY (SF) - PHASE IV (the "Supplemental Declaration") is made as of the 23<sup>rd</sup> day of June, 2021, by SUMMERFIELD LAND, LLC, a Florida limited liability company, whose address is 4910 North Monroe Street, Tallahassee, Florida 32303 ("Declarant").

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Summerfield dated August 3, 2020, and recorded August 4, 2020, in Official Records Book 5472, Page 1554, and that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Summerfield dated April 20, 2021, and recorded April 20, 2021, in Official Records Book 5575, Page 2375, and that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Summerfield, Single Family (SF) - Phase II and Summerfield, Single Family (SF) - Phase III dated April 28, 2021, and recorded April 29, 2021, in Official Records Book 5579, Page 2274, public records of Leon County, Florida (collectively, the "Declaration"); and

WHEREAS, Article IX of the Declaration provides that Declarant may annex additional properties to the effect and encumbrance of the Declaration and designate additional lands as Common Area; and

WHEREAS, Declarant desires to extend the Declaration to include all of the property of Declarant described on the Plat of Summerfield, Single Family (SF) - Phase IV recorded on June 21, 2021 in Plat Book 24, Page 36, public records of Leon County, Florida (the "Additional Property").

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, and for other valuable consideration, the receipt and sufficiency of which is conclusively acknowledged, it is agreed as follows:

1. Declarant hereby extends the covenants, restrictions, easements, charges and liens of the Declaration to encumber, benefit and burden the Additional Property. The Declaration, as specifically supplemented by this Supplemental Declaration, shall be and remain in full force and

effect. All capitalized terms used herein shall have the same meanings ascribed to such terms in the Declaration.

2. To the full extent permitted by law, the amendments contained herein shall be retroactive effective to June 21, 2021 (the "Effective Date"). As of the Effective Date the Declaration is hereby supplemented to extend the effect and encumbrance of the Declaration to the Additional Property. Commencing as of the Effective Date, the Additional Property shall be held, transferred, sold, conveyed, improved and occupied subject to the covenants, conditions, restrictions, easements and liens set forth in the Declaration and in this Supplemental Declaration. This annexation is made pursuant to Article IX, Section 4 of the Declaration and also extends the jurisdiction of the Association to the Additional Property.

3. The definition of "Subdivision Plat" is hereby amended to add and include the following:

Plat of Summerfield, Single Family (SF) - Phase IV as recorded in Plat Book 24, Page 36, public records of Leon County, Florida.

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 cause the Declaration or any other provisions contained in this Amendment to be void or unenforceable, and shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

[SIGNATURE ON FOLLOWING PAGE]



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

WITNESSES:

DECLARANT:

SUMMERFIELD LAND, LLC, a Florida limited liability company

*[Handwritten signature of Charles L. Cooper, Jr.]*

Print Name: Charles L. Cooper, Jr.

*[Handwritten signature of William G. Thames, Jr.]*

By William G. Thames, Jr., Manager

*[Handwritten signature of Daniel E. Manausa]*

Print Name: Daniel E. Manausa

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 1 day of ~~June~~ <sup>July (sic)</sup>, 2021, 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.

*[Handwritten signature of Daniel E. Manausa]*

Notary Public

My commission expires:

