

DECLARATION
OF
COVENANTS AND RESTRICTIONS

55530

1981 JAN 30 PM 2: 52

KNOW ALL MEN BY THESE PRESENTS that J.VERN WILLIAMS and MARCIA L. HUMPHRESS, whose principal office is at 1713 Mahan Drive, Tallahassee, FL 32308, do hereby declare as follows:

WHEREAS, they are the developers and owners of certain properties located in Wakulla County, Florida, described more particularly on Exhibit "A" which is attached to and incorporated herein, and

WHEREAS, the above described property is known as SUMMERWOOD, UNIT 1, an unrecorded subdivision, and

WHEREAS, J. Vern Williams and Marcia L. Humphress, as the developers of Summerwood, Unit 1, intend to install roads in order to provide access to the lots in this subdivision, and

WHEREAS, the lots which are to be sold shall provide ownership to the centerline of these roads with retention of an easement in the Summerwood Roadowners Maintenance Association, Inc., a non-profit corporation (the Association), and

WHEREAS, that existing Association presently consists of all property owners in the Summerwood subdivision and that Association shall henceforth be responsible for the maintenance and upkeep of all the roads within Summerwood, Unit 1, and all property owners in Summerwood, Unit 1, shall be members of the Association,

NOW, THEREFORE,

J. VERN WILLIAMS and MARCIA L. HUMPHRESS declare that the real property described on the attached Exhibit "A" and such additions thereto as may be made, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

SEE 100 PAGE 598

Article I

DUES AND ASSESSMENTS

It is hereby declared that all lots and parcels within Summerwood, Unit 1, shall annually be assessed and charged an amount necessary in order to operate the Association and to maintain all roadways, shoulders, drainage ditches and all related improvements, whether then existing or to be constructed so as to provide continuous, attractive, comfortable and ready access to each lot. To accomplish this, each property shall be required to belong to the Association. The Association is a Florida corporation and a copy of its Bylaws are attached hereto as Exhibit "B" and incorporated herein. The initial meeting of the members (shareholders) of the Association shall be held in January of 1984 at which time Directors shall be elected as provided for in the Bylaws. The initial assessment against all property, based on acreage, shall be made by the Directors in January of 1984 and that assessment shall constitute a lien on all property subject to these restrictions and covenants as of January, 1984. As provided for in the Bylaws of the Corporation, the Directors may provide that the payment of the assessment be made on an annual, or semi-annual basis. Failure to make payment in a timely manner shall result in foreclosure as is provided for in the Bylaws. The Association shall also have the authority to collect all costs, expenses, attorney and other fees relating to the collection of delinquencies, and they shall further have the authority to assess interest for any delinquent account. As is provided for in the Bylaws the members (shareholders) shall elect Directors each year and the Directors in turn shall make an assessment which shall become a lien on the property effective January of each succeeding year. The lien provided for herein shall be subordinate to any lien created by any first mortgage held by a bank, savings and loan association or insurance company on any individual lot or group of lots under one ownership.

OFF. REC. 100 PAGE 599

Article II

PROHIBITED LAND USE

The keeping of swine, under any circumstances, on the property is strictly prohibited. Commercial stabling or kennelling operations are prohibited whether such operations actually earn a profit or not. No property shall be used for garbage or trash disposal, no inoperative motor vehicle may remain on any property for longer than two weeks and no activity shall be permitted which is of an objectionable nature so as to result in a diminution of the value of the surrounding properties. No commercial activities shall be permitted. There shall be no churches, cemeteries, convalescent or nursing homes on any of the property.

Article III

DURATION

The duration of these restrictions and covenants shall be twenty (20) years from the date on which they were recorded in the public records of Wakulla County, Florida.

Article IV

INSERTIONS IN DEEDS

J. VERN WILLIAMS and MARCIA L. HUMPHRESS, their assigns and successors in interest, hereby agree to inform any prospective purchasers of any of the property of the existence of this Declaration and the covenants and restrictions herein contained; further agree that in every deed conveying a portion of the property shall contain a clause stating essentially the following:

"Subject to the terms and conditions of a Declaration of covenants and restrictions dated _____, 1984, recorded in the public records of Wakulla County, Florida, at Official Records Book _____, Page_____.

100 PAGE 600

Article V

NATURE OF RESTRICTIONS AND COVENANTS

The restrictions and covenants imposed by this instrument shall run with the land and shall apply equally to all present and future property owners, their heirs and assigns, throughout the entire term of these restrictions and covenants.

IN WITNESS WHEREOF, J. Vern Williams and Marcia L. Humphress have executed this document this 26th day of January, 1984.

Signed and sealed in the presence of:

Leo Rutledge
Lucia A. Sweet
Leo Rutledge
Lucia A. Sweet

J. Vern Williams (SEAL)
J. VERN WILLIAMS
Marcia L. Humphress (SEAL)
MARCIA L. HUMPHRESS

STATE OF FLORIDA

COUNTY OF LEON

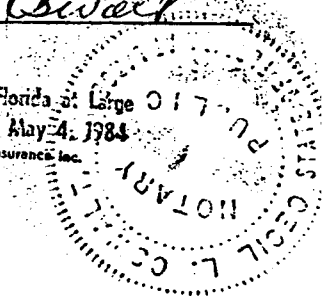
The foregoing instrument was acknowledged before me this 26th day of January, 1984, by J. VERN WILLIAMS and MARCIA L. HUMPHRESS.

Lucia A. Sweet
Notary Public

This instrument prepared by:

Michael F. Coppins, Esquire
Post Office Box 1674
Tallahassee, FL 32302

Notary Public, State of Florida, St. Large 017
My Commission Expires May 4, 1984
Bonded Thru Troy Fain Insurance, Inc.



OFF. REC. 100 PAGE 601

SUMMERWOOD SUBDIVISION

BEGIN at a concrete monument (set) marking the Northeast corner of Section 8, Township 3 South, Range 1 East, Wakulla County, Florida; and run South 00 degrees 25 minutes 10 seconds East along the Eastern boundary line of said Section 8 a distance of 2,536.39 feet to a found concrete monument; Then leaving said section line run North 78 degrees 56 minutes 33 seconds West, 61.22 feet to a point; thence run N 00 degrees 25 minutes 10 seconds West 476.92 feet to a point; thence run North 78 degrees, 56 minutes, 33 seconds West a distance of 466.00 feet to a point; Thence run South 00 degrees, 25 minutes 10 seconds East a distance of 476.92 feet to a point; Thence run North 78 degrees 56 minutes 33 seconds West a distance of 3,208.73 feet to a Concrete marker; Thence run North 00 degrees 44 minutes 38 seconds East a distance of 1,215.26 feet to a Concrete marker; Thence run South 89 degrees 54 minutes 44 seconds East a distance of 206.16 feet to a concrete marker; Thence run North 00 degrees 44 minutes 38 seconds East a distance of 616.18 feet to a concrete marker; Thence run South 89 degrees 54 minutes 44 seconds East a distance of 2,642.48 feet to the point of beginning.

SUBJECT TO a power line of 150.00 feet in width located in Section 8, Township 3 South, Range 1 East, in favor of the City of Tallahassee; containing 7.60 acres, more or less.

OFF. REC. 100 PAGE 602