

THIS INSTRUMENT PREPARED BY  
AND RETURNED TO:  
RUSSELL D. GAUTIER, ESQUIRE  
P. O. BOX 4128  
TALLAHASSEE, FLORIDA 32315-4128

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR MISSION SAN MIGUEL

THIS DECLARATION is made and executed this 8 day of August, 2005,  
by San Miguel Partnership, LLP, a Florida limited liability partnership, whose address is 537  
Frank Shaw Road, Tallahassee, Florida 32312, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Leon County, Florida,  
and more particularly described in "Exhibit A" attached hereto and by reference made a part  
hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described in  
"Exhibit A" attached hereto 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 San Miguel Homeowners' Association  
of Tallahassee, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Common Area" shall mean all real property and/or easement rights (including the improvements thereto) owned and held by the Association for the common use and enjoyment of the Owners. The Common Area that will initially be owned by the Association shall consist of the property dedicated to the Association by the Plat of Mission San Miguel, if any, and the easements created and described in this Declaration. Additional real property or easements may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 3. "Declarant" shall mean and refer to San Miguel Partnership, LLP, its successors and assigns, if such successors or assigns should acquire more than one unimproved Lot from the Declarant for the purpose of development and such successor or assign has received a written assignment of Declarant's rights hereunder.

Section 4. "Lot" shall mean and refer to each numbered lot as depicted on the Plat of Mission San Miguel. Subject to compliance with applicable laws, ordinances and regulations, the Declarant shall have the right to modify and change boundary lines to each Lot as long as the Declarant owns the Lot, which modification or change may be effected by the deed of conveyance by the Declarant or by an amendment to this Declaration.

Section 5. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Plat of Mission San Miguel" shall mean and refer to the Plat of Mission San Miguel, as recorded, or to be recorded, in the Public Records of Leon County, Florida.

Section 7. "Properties" shall mean and refer to that certain real property described in "Exhibit A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II  
PROPERTY RIGHTS

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) compliance with rules and regulations adopted by the Association governing the use of the Common Area;

(b) the right of the Association to suspend the voting rights for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer, subject to the easements set forth in this Declaration and subject to other easements of record, all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or to mortgage all or any part of the Common Area, provided, however, that no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication, transfer or mortgage signed by two-thirds (2/3) of the members has been recorded. The Association shall dedicate to public use any street or road in the Properties whenever two-thirds (2/3) of the Owners of two-thirds (2/3) of the property abutting such street or road present a signed petition proposing such dedication to the county or a successor local government and such local government agrees to accept for maintenance the subject street or road as a public right-of-way. The Association shall not dedicate to the public use any street or road in the Properties unless such dedication is agreed to by two-thirds (2/3) of the Owners of two-thirds (2/3) of the property abutting such street or road in a signed petition proposing such dedication which is presented to the county or a successor local government and such local

government agrees to accept such dedication. Nothing contained herein shall restrict the right of the Declarant to make all dedications required in connection with the Plat of Mission San Miguel.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which 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 which is subject to assessment.

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

Class A. The Class A members shall be all 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. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,

(b) upon the expiration of fifteen (15) years from the date of the recording of this Declaration, or

(c) at such time as the Declarant elects by written notice to terminate the Class B membership.

Section 3. Notwithstanding anything to the contrary set forth herein, Owners, at all times, shall be allowed to elect all directors of the Association on a one-vote-per-lot basis and the first

election shall be held before more than fifty percent (50%) of the Lots have been sold and conveyed by the Declarant.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) special assessments against individual Owners under Article XVIII and Article XXIII of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorneys' 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 attorneys' fees, shall also 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 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, for the improvement and maintenance of the Common Area, for the exterior maintenance under Article XVIII of this Declaration and for tree protection under Article XXIII of this Declaration. Assessments may also be used for religious purposes provided that such use shall have the assent of a majority of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 3. 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 Three Hundred Sixty and no/100 Dollars (\$360.00).

(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 fifty percent (50%) above the assessment for the previous year without a vote of the membership.

(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 above fifty percent (50%) each year by a vote of a majority of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. 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 Area, including fixtures and personal property related thereto, the cost of any necessary maintenance and repair and/or the cost of any extraordinary expense, provided that any such assessment shall have the assent of a majority of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 15 days in advance of the meeting. At such

meeting, the presence of members or of proxies entitled to cast a majority of all the votes of members shall constitute a quorum.

Section 6. Uniform Rate of Assessment and Collection. Both annual and special assessments, other than assessments under Article XVIII or Article XXIII of this Declaration and other than as specifically provided herein, shall be fixed at a uniform rate for all Lots. Until such time as fifty percent (50%) of the Lots have been sold and conveyed by the Declarant, the Declarant shall be excused from payment of its share of operating expenses and assessments related to Lots owned by the Declarant, and Lots owned by the Declarant shall not be subject to annual assessments or charges; provided, however, during such period, the Declarant shall be responsible for and pay all operating expenses incurred by the Association that exceed the assessments received from all other Lot Owners and other income of the Association.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the date specified by the Board of Directors, provided that annual assessments shall begin within one (1) year after construction of private streets or roads or other common facilities. Assessments shall include both maintenance costs and a reasonable contribution to a reserve account for future major repairs or replacement. Each Lot shall be subject to annual assessments on the date the Lot is transferred and conveyed by the Declarant. The first annual assessment against each Lot 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 subject to assessment 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 date of the annual assessment shall be January 1 of each year. 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 8. Collection of Assessments; Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid when due shall bear interest at the maximum rate allowed by law, not to exceed eighteen percent (18%) per annum. The Association shall be entitled to collect from the Owner all legal costs, including a reasonable attorneys' fee, incurred by the Association in connection with or incident to the collection of any assessment or in connection with the enforcement of the lien resulting therefrom. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, fees and costs, 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 Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The 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 or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage 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 assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Estimate. Attached hereto as "Exhibit B" is the estimate of the reasonably expected annual and total maintenance and replacement costs for private streets or roads and other

common area facilities within the Properties, based on the life expectancy of the facilities as designed.

ARTICLE V  
EASEMENTS

Section 1. Ingress, Egress, Utility and Drainage Easements. The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for ingress and egress, utility, drainage and landscape purposes over, across and under the property described and depicted on the Plat of Mission San Miguel as easements.

Section 2. Interference. Within these easements, no structure or other improvement, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain.

ARTICLE VI  
ARCHITECTURAL CONTROL

No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of two (2) or more representatives named in this Article or subsequently appointed by the Board of Directors of the Association (the "Architectural Committee"), as hereinafter provided. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within sixty (60) days after the complete plans and specifications have been submitted to them in accordance

with this Declaration, approval will not be required and this Article will be deemed to have been fully complied with. In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed. The initial Architectural Committee shall be Jim Galbraith and Chuck White, which members shall serve until all Lots are sold and transferred by the Declarant or until replaced by the Declarant. The Declarant shall have the right to replace any initial member at any time. With the exception of the initial members or other subsequent members appointed by the Declarant to replace any initial member, each member of the Architectural Committee must be an Owner. The members appointed by the Board of Directors shall serve at the pleasure of the Board of Directors. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division. Two (2) copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The plans and specifications shall be prepared in a professional manner by an architect, engineer or draftsman and include the following information:

- (1) Building plans showing floor plans and front, side and rear elevations.
- (2) Exterior finish schedule showing material, style, and color for all surfaces, together with representative samples of the materials and colors.
- (3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements, set-back lines and easements and the location and identification of all trees and vegetation to be removed or destroyed.

(4) Landscape plan. The landscape plan may be submitted after construction commences, but must be approved by the Architectural Committee and implemented within ninety (90) days after the certificate of occupancy is issued.

(5) The name, address and telephone number of the contractor who will perform and be responsible for all work, and the name, address and telephone number of the individual who will have the primary supervisory responsibilities for such work.

The purpose of this Article in providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Lots is to maintain the value of all Lots and to protect all Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

- (1) Harmony of exterior design with the existing or proposed improvements to the Lots and the overall Properties.
- (2) Character and quality of exterior improvements.
- (3) General quality in comparison with the existing improvements to the Lots.
- (4) Location in relation to surrounding improvements.
- (5) Location in relation to topography.
- (6) Changes in topography.
- (7) Aesthetic considerations.

The Architectural Committee shall have the right to establish certain design criteria, and amend the same, from time to time. Such design criteria may be directed to only certain aspects of designs or acceptable materials and should be applied only as minimum guidelines to facilitate the review process. Materials which are of a higher quality, in the Architectural Committee's opinion,

will be allowed. Such design criteria will not address all aspects of the approval process, and full compliance with such design criteria will not establish any right to approval hereunder unless all other concerns and conditions have been addressed and met in a satisfactory manner. The following are the initial design criteria which are intended to establish minimum standards and guidelines:

(1) Exterior siding material shall consist of brick, stone, fiber cement lapped siding (e.g. James Hardie Board), stucco, synthetic stucco or a combination. No sheet type product or vinyl siding shall be allowed. The same exterior finish used on the front of the building must also be used on the sides and rear. Exceptions for architectural treatments for the entrance and second story of buildings may be permitted at the discretion of the Architectural Committee.

(2) Roof materials shall consist of quality grade shingles with a useful life of no less than twenty (20) years or other material specifically approved by the Architectural Committee. No galvanized metal, tin, or tile roof materials shall be permitted unless approved by the Architectural Committee.

(3) The exterior wall and roof colors shall be approved by the Architectural Committee and shall be compatible and harmonious with the colors of nearby houses.

(4) Highly reflective and bright colors are prohibited.

(5) Unless otherwise approved by the Architectural Committee, all houses constructed on a slab shall be a built-up slab with a minimum of one step up from the finished walkway to the interior floor elevation.

(6) Unless otherwise approved by the Architectural Committee, all brick houses shall be brick on all sides. Unless otherwise approved by the Architectural Committee, all stucco houses shall be stucco on all sides.

(7) Chimney stacks shall be on foundations and be veneered with brick, stone or stucco to match the exterior of the house. All chimney tops must be topped with a metal shroud, unless

a special chimney top has been architecturally designed and approved by the Architectural Committee in writing.

(8) Any plumbing and heating vents penetrating the roof must be located at the rear of the house or to a side of the house not visible from a roadway, and stacks, vents and flashings must have a dark finish to match the color of the roof.

(9) All exposed foundations shall be stucco, stone or brick and compatible with the exterior siding material.

(10) Hurricane and storm doors and shutters may be used on a temporary basis, but shall be stored within an enclosed structure when not in use.

(11) Roof pitch shall be no less than 8/12 on all one-half (.5) and three-quarter (.75) acre Lots, and shall be no less than 12/12 on all one (1) and three (3) acre Lots.

(12) Front yards must be sodded with grass and landscaped with plants and mulch. Whenever possible, a natural buffer shall exist between adjacent houses.

(13) Screen porches shall be aesthetically integrated with the residence in terms of materials, color, design and placement.

(14) Walkways and patios shall be concrete with a broom finish, unless otherwise specifically approved by the Architectural Committee.

(15) No log-type homes, underground homes, styrofoam homes or homes elevated on pilings shall be permitted..

The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, backfilling, etc. for utility trenches and house construction, the color and composition of roofing materials, the color and composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; back filling utility trenches; and

the general appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

If any improvement is constructed or altered without the prior written approval of the Architectural Committee as hereinabove provided, the Owner of such improvement shall, upon the demand of the Association or the Declarant, cause such improvement to be removed, remodeled or restored in order to fully comply with the requirements of this Article. The Owner shall be liable for the payment of all costs associated with such removal or restoration, including all costs and attorneys' fees incurred by the Association and the Declarant. Such costs may also be the basis for a special assessment against the Owner and the Lot. The Association or the Declarant may further record in the public records of Leon County, Florida, a notice of violation, provided, however, the failure to record such notice shall not prejudice the Association's or the Declarant's rights under this Declaration.

The Association may adopt a schedule of reasonable fees to process a request for approval under this Article. Any such fee shall be payable at the time of the submission of the plans and specifications, and the submission shall be deemed to be incomplete until such fees are paid.

## ARTICLE VII

### LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot other than a detached single family residence

together with accessory structures and swimming pool as approved by the Architectural Committee. No accessory structure shall be permitted unless the structure is located to the rear of the rear corners of the residence, as specifically approved in the discretion of the Architectural Committee, and is aesthetically integrated with the residence in terms of design, placement, size and utility. Accessory structures shall be limited to storage buildings, boat houses, greenhouses and structures customarily associated with single-family residential homes. The side walls of an accessory structure shall not exceed eight (8) feet in height. No metal outbuildings shall be allowed.

**ARTICLE VIII  
SUBDIVISION OF LOT**

No Lot shall be re-subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying any part of his Lot to the Owner of an adjacent Lot, provided that the Declarant has approved such conveyance in writing. Declarant's approval shall be in the sole discretion of the Declarant. The Declarant reserves the right to change the boundaries of any Lot until conveyed by the Declarant. Any change to the boundary of a Lot shall be subject to compliance with all applicable laws, ordinances and regulations.

**ARTICLE IX  
DWELLING SIZE**

The required building structure sizes for each Lot, exclusive of open porches, patios, terraces, storage areas and garages, shall be as follows:

One-half (.5) acre lots	Min.: 1,000 sq.ft.	Max.: 1,400 sq.ft.
Three-quarter (.75) acre lots	Min.: 1,400 sq.ft.	Max.: 1,800 sq.ft.
One (1) acre lots	Min.: 1,800 sq.ft.	Max.: none
Three (3) acre lots	Min.: 4,000 sq.ft.	Max.: none

ARTICLE X

BUILDING AND DRIVEWAY LOCATION

Building locations shall be approved by the Architectural Committee, provided, no building shall be located on any Lot: nearer than thirty (30) feet to the front Lot line; nearer than fifty (50) feet to the rear Lot line; nearer than twenty (20) feet to a side-interior Lot line; or nearer than thirty (30) feet to a side-corner Lot line. For the purposes of this Article, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. No driveway shall be located nearer than five (5) feet to an interior Lot line except a back-up or turn-around pad may be located as near as one (1) foot to an interior Lot line. In the event a Lot shall have frontage on more than one street, the Architectural Committee shall determine and declare which Lot boundary is the front Lot line. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article and establish set-backs for any irregular shaped Lot. All sidewalks damaged during construction of residences shall be repaired prior to completion of the residence.

ARTICLE XI

GARAGES

Each dwelling shall have a functional, side or rear entry garage with a capacity of no less than two (2) automobiles.

ARTICLE XII

NUISANCES

No noxious or offensive activity shall be carried on upon any Lot or any Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE XIII  
TEMPORARY STRUCTURES

No structure of a temporary character, outbuilding or vehicle, including but not limited to, recreational vehicle, motor vehicle, trailer, basement, tent, shack, garage, barn or storage building shall be used on any Lot at any time as a residence either temporarily or permanently.

ARTICLE XIV  
SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one (1) professionally lettered sign [which shall be a maximum of two (2) feet by three (3) feet in size] to advertise the property for sale or lease and except signs used by Declarant to advertise Lots for sale. Notwithstanding the foregoing, the Declarant shall have the right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Lots. Any sign shall be mounted on a free-standing post or sign holder.

ARTICLE XV  
ANIMALS AND CROPS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that they are kept in accordance with the terms of this Declaration, and provided further that no swine, monkey, ape or other wild or exotic animal shall be raised, bred or kept on any Lot, and provided further the Owner shall maintain all such pets, and pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. No pen, kennel, doghouse or other structure or improvement intended for an animal shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance

with Article VI of this Declaration. All dogs, cats or other household pets shall at all times be: confined within the Owner's dwelling, fenced yard or approved structure; securely on a leash; or under strict voice control. There shall be no planting or maintenance of crops, vegetables or ornamental plants on any Lot except for approved landscaping and except for domestic purposes. No garden area on any Lot for crops or vegetables shall be visible from any street. The Association may allow a portion of the Common Area to be used for limited agricultural purposes, subject to rules, regulations and conditions established by the Association.

#### ARTICLE XVI

#### RADIO AND TELEVISION ANTENNA, FLAGPOLES, SPORTS EQUIPMENT AND TANKS

No exterior radio, television or satellite-dish antenna, antenna poles, masts or towers or other exterior reception devices or systems may be installed on any portion of the Properties unless such installation and the size, color and design of the system have been approved by the Architectural Committee. Sports and play equipment and facilities, such as basketball goals, tennis courts and playground equipment shall be located only in a location approved by the Architectural Committee in a manner in which it is least visible from any street and in a manner in which it will not constitute an annoyance or nuisance to any Owner of a Lot. The type, location and placement of any outdoor lighting shall be subject to the approval of the Architectural Committee, which approval shall be conditioned upon the Owner providing visual screening of any such lighting by existing trees and vegetation and/or additional landscaping. Such outdoor lighting shall be used only during the hours established from time to time by the Board of Directors of the Association. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Lot unless the tank is buried and the location of the tank is approved by the Architectural Committee, provided, however, no tank for the storage of a petroleum based product shall be permitted. A flagpole for the display of the American flag or

flag of another nationality or of a state shall be permitted if the flagpole and flag, and location thereof, are first approved by the Architectural Committee and used for no purpose other than to display a flag.

ARTICLE XVII

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties other than such boxes or receptacles which have been approved by the Architectural Committee. This restriction is intended to ensure uniform design and quality of such boxes or receptacles.

ARTICLE XVIII

EXTERIOR MAINTENANCE

Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his Lot, and the exterior of the building located on the Lot in a neat, safe and attractive condition. If an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the Board of Directors and after not less than ten (10) days' notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected, together with interest and attorneys' fees, in the manner assessments are enforced and collected under Article IV. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such Lot between the hours of 7:00 a.m. and 6:00 p.m.

ARTICLE XIX

BOATS, TRAILERS, RECREATIONAL VEHICLES  
AND ACTIVITIES AND COMMERCIAL VEHICLES

No boat, trailer, motorcycle, motor home, camper, van, plane or recreational vehicle may be parked or stored on any street or parked or stored on any Lot in a manner which is readily visible from any roadway or other Lot. The pursuit of hobbies or other activities including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkept conditions, shall not be pursued or undertaken except within an enclosed garage or other enclosed structure. No commercial vehicle shall be permitted to be parked and remain overnight on any street or on any Lot except entirely within an enclosed garage or other enclosed structure. No commercial vehicle of any kind shall be permitted to be parked on any street or any Lot for a period of more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure or for grounds maintenance, or unless such vehicle is entirely within an enclosed garage or other enclosed structure.

ARTICLE XX

ACCESS TO OTHER PROPERTY

Except for the Declarant, no Owner shall permit or otherwise authorize any portion of any Lot to be utilized as a pedestrian or vehicular easement, roadway, driveway, street or other means or method of access, ingress or egress to areas or property not included within the Properties. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Properties, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any Owner other than the Declarant. The Declarant reserves the right to grant such easements or create such

roadways upon land or Lots owned by the Declarant as the Declarant, in the Declarant's sole discretion, determines necessary, appropriate or desirable.

ARTICLE XXI  
VEHICLES PROHIBITED

No two (2), three (3) or four(4) wheel motorized recreational vehicle which is not licensed for use on public highways, e.g., go cart, all terrain vehicle, etc., shall be operated on any portion of the Properties, provided, however, the Board of Directors or the Declarant may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation purposes. Nothing contained herein shall be construed to prohibit any devise designed and used for the aid of any person who is physically impaired, e.g., motorized wheelchair.

ARTICLE XXII  
GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Lot or other part of the Properties and shall not be kept except in sanitary containers located and installed in the manner approved by the Architectural Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority.

ARTICLE XXIII  
TREE REMOVAL OR DAMAGE  
AND MITIGATION

The Owner shall at all times protect against any direct or indirect damage to all vegetation, trees and land features located on the Lot and not specifically shown to be affected in the construction documents approved by the Architectural Committee. No trees shall be removed or damaged without the prior written approval of the Architectural Committee, provided that the foregoing restriction shall not apply to the removal of planted pine trees in accordance with best management practices and provided further that the Architectural Committee shall not have the authority to approve or authorize any activity which is contrary to the terms of the Conservation Easement or Natural Buffer Easement. The Association shall have the right to make a special assessment against the Owner who removes or damages a tree in a violation of the foregoing restrictions. The special assessment shall be set by the Board of Directors of the Association and shall not exceed the cost of replacing the tree by a reputable landscaping service. In the event the tree is of a size which cannot be replaced in a commercially reasonable manner, the special assessment shall equal the cost of replacing the tree with the largest tree obtainable in a commercially reasonable manner plus \$1,000.00. The Board of Directors may at any time increase or decrease this additional premium of \$1,000.00.

ARTICLE XXIV  
FACTORY BUILT STRUCTURES

No dwelling that is commonly known as "factory built," "modular," or "mobile home" construction shall be placed or permitted to remain on any Lot.

ARTICLE XXV

DRIVEWAYS AND PARKING AREAS

All driveways, parking areas and sidewalks shall be constructed of concrete, exposed aggregate, or hot-mixed asphalt, as approved by the Architectural Committee. Driveways shall be located when the Lot is first cleared to minimize damage to the roadway. Each owner shall be responsible for any damage caused to the roadway, drainage swale or other drainage facilities and shall repair any such damage or reimburse the Declarant for the cost of repair within thirty (30) days from the issuance of the certificate of occupancy. All driveways shall have a minimum width of nine (9) feet and all sidewalks shall have a minimum width of four (4) feet. All connections of driveways to roadways within the Properties shall be made in a neat, workmanlike manner in a manner designed to cause minimum interference with stormwater drainage. A culvert with head walls shall be installed where driveways cross a drainage swale. All such connections shall be approved by the Architectural Committee.

ARTICLE XXVI

UTILITY CONNECTIONS  
AND SOLAR COLLECTORS

All utility connections to any structure on any Lot including, but not limited to, water, electricity, telephone, cable television and sanitary sewage, shall be placed underground from the proper connecting points to the structure in a manner acceptable to the governing utility authority. All electrical and water connections shall be Talquin Electric Cooperative unless otherwise approved by the Association. Individual septic tank systems will be required for each Lot. No solar collector or other similar device or system shall be placed or permitted to remain on any structure or on any Lot unless the location, design and construction of the device or system are approved by the Architectural Committee.

ARTICLE XXVII

HEATING AND AIR-CONDITIONING SYSTEMS

Any and all heating and air-conditioning equipment required to be outside of a structure shall be shielded and hidden so that such equipment shall not be readily visible from any roadway or any other Lot. No such equipment shall be located at the front of any structure. Window air-conditioning units shall not be permitted.

ARTICLE XXVIII

WALLS, FENCES AND GATEPOSTS

Walls, fences and gateposts shall be subject to review and approval as set forth in Article VI above. The Architectural Committee, in its sole discretion, may refuse to approve any plan for any wall, fence or gatepost that is not in harmony with the existing or proposed structure, landscaping or general characteristics of the Lot and the surrounding Properties. Decorative fencing such as split rail, picket, shadow box and iron may be permitted in the discretion of the Architectural Committee. Fencing shall extend from the rear corners of the house unless otherwise approved by the Architectural Committee. There shall be no chain link, welded wire, hog wire, field fence, or similar type of fencing material allowed on any Lot. The Association may approve such fencing for portions of the Common Area. No gateposts, entrance stanchions or other decorative fences, posts or columns shall be allowed except as part of an approved fence plan. The specific provisions contained in this Article shall be construed to be in furtherance, and not in limitation, of the provisions set forth in Article VI above.

ARTICLE XXIX

FIREARMS, FIREWORKS AND BURNING

No hunting, trapping, or shooting of any kind, including, but not limited to, guns, rifles, shotguns, hand guns, pellet, B.B. or other guns, blow guns, slings, slingshots, and bows and arrows, shall be allowed anywhere on the Properties. No burning shall be allowed at anytime anywhere on the Properties. Fireworks shall be allowed only under the supervision of the Association or with the prior approval of the Association.

ARTICLE XXX

WATER SUPPLY

No individual water supply system of any type shall be permitted on any Lot unless approved by the Architectural Committee as to the location and structure for the well pump and tank.

ARTICLE XXXI

CONSTRUCTION OF IMPROVEMENTS

Section 1. Time for Completion. The exterior of all residences and detached buildings shall be completed within one (1) year after the commencement of construction, unless a longer period of construction is specifically approved in writing by the Architectural Committee at the time of approval of the improvements or unless such completion is impossible or would result in great hardship to the Owner or builder due to strikes, hurricanes, fires, floods, lightning, earthquakes or other casualties; and notwithstanding the foregoing provision, the exterior of all residences and detached buildings shall be completed within eighteen (18) months after the construction of such residence or detached building shall have been commenced. The Architectural Committee or the Board of Directors of the Association may extend this period only for good cause shown.

Section 2. Destruction. In the event any improvement is destroyed, in whole or in part, the debris therefrom must be removed and the Lot restored to a neat and sightly condition as soon as practical but no later than three (3) months after the date of the destruction. Any damaged improvements shall be restored or completely demolished and removed within nine (9) months after the date of destruction.

Section 3. Storage of Materials. No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices or other materials or devices used for building purposes shall be placed, stored or kept on any Lot, except during and when being used in construction. During construction, no fill, dirt, sand, block, pipe or construction debris shall be stored on or allowed to remain on any Lot for over ninety (90) days.

Section 4. Trees, etc. The Architectural Committee or the Declarant may specify specimen trees on particular Lots to be protected by the Owner during and subsequent to construction with steps such as, but not limited to, deep-root fertilization, pruning, repair of tree wounds, protection by fencing, or planking, spraying to control disease and insect infestation, or other protective programs. Dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed, in accordance with all applicable laws and ordinances, promptly from any Lot by the Owner thereof.

Section 5. Occupancy. Before any residence constructed on a Lot may be occupied, the exterior of the residence must be fully completed, the Lot must be cleaned and all building materials and devices used in connection with the construction of the residence must be removed from the Lot.

**ARTICLE XXXII  
BUILDERS**

There shall be no pre-qualification requirements for builders within the Properties.

## ARTICLE XXXIII

## RELIGIOUS AND OTHER ACTIVITIES ON THE COMMON AREA

The Association shall have the right to adopt reasonable rules and regulations relating to activities conducted on the Common Area and the use of the Common Area, provided that such rules and regulations shall have the assent of a majority of the members who are voting in person or by proxy at a meeting duly called for this purpose. The Association shall further have the right to lease portions of the Common Area to a separate entity for the purpose of such entity maintaining a chapel or prayer center, provided that the terms of the lease and the lessee are approved by a majority of the members who are voting in person or by proxy at a meeting duly called for this purpose. The Association may support, sponsor and/or seek to obtain the designation of Public or Private Association of Christ's Faithful through the Catholic Church.

## ARTICLE XXXIV

## GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Annexation. Additional property may be annexed to the Properties with the consent of two-thirds (2/3) of the Lot Owners. Any such annexation shall be effected by an amendment to this Declaration recorded in the Public Records of Leon County, Florida. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the owners

of each lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the Lots described in this Declaration.

Section 4. Development by Declarant. No provisions contained herein shall prevent Declarant, or Declarant's contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties, nor shall such provisions in any way prevent the Declarant from maintaining such sign or signs on the Properties as Declarant deems necessary or desirable for the sale or other disposition thereof.

Section 5. Variances. The Declarant, as long as the Declarant owns any Lot, shall have the right to grant variances from any covenant, condition or restriction contained in this Declaration. Any such variance may be granted or withheld in the sole discretion of the Declarant.

Section 6. Amendment. 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 unless the Owners of all Lots and the holders of all first mortgages encumbering the Lots join in a written instrument recorded in the Public Records of Leon County, Florida, agreeing to terminate these covenants and restrictions upon the expiration of any ten (10) year period. Except as specifically provided herein, this Declaration may only be amended during the first twenty (20) year period by an instrument signed by not less than three-fourths (3/4) of the Lot Owners, and thereafter by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment.

Section 7. Amendments by Declarant. In addition to any other right of amendment or modification provided for in this Declaration, the Declarant may, in its sole discretion, by an instrument filed of record, modify, amend, waive or add to the covenants, conditions, restrictions and other provisions set forth in this Declaration. Without in any way limiting the generality of the foregoing, the Declarant shall have the right to amend this Declaration to include any provisions required to be set forth herein pursuant to the terms of any local ordinance relating to the form and content of restrictive covenants generally. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment shall be recorded.

Section 8. Approval by Leon County. Notwithstanding anything to the contrary contained in this Article XXXIV, no amendment of any provision contained in this Declaration which is required by Leon County Land Development Code, Section 10-1560, 1.(a) through 1.(m) shall be effective without the written consent and joinder of Leon County, which consent and joinder may be given by the County Attorney pursuant to the provisions of Section 10-1560.

Section 9. Attorneys' Fees. In the event any litigation arises from a dispute under this Declaration, the prevailing party shall be entitled to recover all costs incurred in connection with the litigation, including reasonable attorneys' fees, at both the trial and appellate levels. Without limiting the generality of the foregoing, the prevailing party shall be entitled to an award of attorneys' fees in any litigation to require the Association to perform its obligations in regard to annual assessments and the maintenance or repair of streets and other common facilities, to require the Declarant to incorporate the Association or to perform any other action or obligation imposed on the Declarant pursuant to this Declaration or to otherwise enforce any restriction, condition, covenant, reservation, lien or charge set forth in or imposed by this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and year first above written.

WITNESSES:

San Miguel Partnership, LLP, a Florida limited liability partnership

Jennifer C. Riselli  
Jennifer C. Riselli  
Print or type name.

By: [Signature]

Its: Managing Member

Sharon L. Courey  
Sharon L. Courey  
Print or type name.

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of Dec, 2005, by Charles P. White, as Managing Member of San Miguel Partnership, LLP, a Florida limited liability partnership, on behalf of the company. He

is personally known to me, or  
 has produced \_\_\_\_\_ as identification.

Sharon L. Courey  
Notary Public  
Sharon L. Courey  
Print or Type Name  
NOTARY PUBLIC  
My Commission Expires:



## EXHIBIT A

A tract of land lying in Section 15, Township 1 North, Range 2 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Northeast corner of said Section 15 and run South 89 degrees 31 minutes 37 seconds West along the North boundary of said Section 15 a distance of 1530.93 feet to an iron pin marking the Northwest corner of a 1 acre parcel of land described in Deed Book 75, Page 236 of the Public Records of Leon County, Florida, for the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 51 minutes 37 seconds West along the North boundary of said Section 15 a distance of 880.17 feet to the Southerly right of way boundary of U.S. Highway No. 90 (150 foot right of way), thence South 80 degrees 07 minutes 47 seconds West along said right of way boundary 354.03 feet to a concrete monument, thence South 10 degrees 06 minutes 17 seconds West 2571.17 feet to an iron pipe, thence South 09 degrees 25 minutes 12 seconds West 326.25 feet to a concrete monument, thence South 05 degrees 40 minutes 21 seconds West 216.00 feet to a concrete monument, thence South 02 degrees 12 minutes 39 seconds East 623.70 feet to an iron pipe, thence South 89 degrees 31 minutes 13 seconds West 1475.60 feet to a concrete monument, thence North 68 degrees 34 minutes 17 seconds West 160.22 feet to a nail and cap in the center of paving of Chaires Road, thence South 00 degrees 48 minutes 48 seconds West along the center of said paving 5.14 feet to a nail and cap marking a point of curve to the left, thence along the center of said paving and along said curve with a radius of 10,084.28 feet, through a central angle of 01 degree 15 minutes 00 seconds, for an arc distance of 220.00 feet to a nail and cap, thence South 00 degrees 26 minutes 12 seconds East along the center of said paving 92.42 feet to a nail and cap on the Northerly right of way boundary of a limited access of Interstate 10, thence North 89 degrees 33 minutes 48 seconds East along said right of way boundary 29.36 feet to a Department of Transportation iron pin, thence South 24 degrees 38 minutes 07 seconds East along the Easterly boundary of said limited access right of way boundary 109.71 feet to a Department of Transportation iron pin, thence South 00 degrees 29 minutes 09 seconds East along said Easterly right of way boundary 751.63 feet to a Department of Transportation iron pin on the North right of way boundary of Interstate 10, thence North 89 degrees 57 minutes 48 seconds East along said right of way boundary 1566.11 feet to a Department of Transportation iron pin, thence North 86 degrees 30 minutes 15 seconds East along said right of way boundary 500.41 feet to a Department of Transportation iron pin, thence North 89 degrees 37 minutes 48 seconds East along said right of way boundary 400.00 feet to a Department of Transportation iron pin, thence South 86 degrees 52 minutes 15 seconds East along said right of way boundary 900.81 feet to a Department of Transportation iron pin, thence North 89 degrees 57 minutes 48 seconds East along said right of way boundary 561.26 feet to a concrete monument marking the Southwest corner of property described in Official Records Book 691, Page 412 of the Public Records of Leon County, Florida, thence North 00 degrees 35 minutes 11 seconds West along the West boundary of said property 2815.44 feet to a concrete monument marking the Northwest corner of said property, thence North 00 degrees 19 minutes 51 seconds West 950.86 feet to an iron pin in the North side of a 36" oak tree marking the Southwest corner of property described in Official Records Book 1016, Page 623 of the Public Records of Leon County, Florida, thence North 01 degree 03 minutes 01 second East along the West boundary of said property 1120.06 feet to a concrete monument marking the Southeast corner of said 1 acre tract described in Deed Book 75, Page 236, thence South 89 degrees 51 minutes 37 seconds West along the South boundary of said property 209.00 feet to a concrete monument, thence North 01 degree 03 minutes 01 second East along the West boundary of said property 209.00 feet to the POINT OF BEGINNING; containing 250.77 acres, more or less.

The foregoing described property being subject to the maintained right of way boundaries of Chaires Road and Wadesboro Road.

# EXHIBIT B

## MISSION SAN MIGUEL

### OPINION OF CONSTRUCTION COST FOR INFRASTRUCTURE MAINTENANCE

**I. DITCH REMEDIATION (Annually)**

1) Regrading (21,000 Linear Feet)	\$5,000.00
2) Sodding / Seeding Stabilization (3 foot wide Ditch Bottom)	<u>\$7,000.00</u>

Total Estimated Annualized Maintenance and Operation Cost = \$12,000.00

**II. ROADWAY REPAVING (Every 10 Years)**

10,300 Linear Feet of 20' wide roadway (avg)

ITEM	UNIT	QUANTITY	\$/UNIT	\$COST
Mobilization	LS	1	\$5,000.00	\$5,000.00
1" Asphalt Paving	SY	23000	\$7.00	\$161,000.00
Shoulder Regrading	SY	9400	\$1.00	\$9,400.00
Sod	SF	42000	\$0.30	\$12,600.00
Striping	LS	1	\$2,000.00	\$2,000.00
10% Contingency	LS	1	\$19,000.00	\$19,000.00

Total Repaving Cost \$209,000.00

Total Estimated Annualized Maintenance and Operation Cost = \$20,900.00

**III. STORMWATER POND MAINTENANCE**

Estimated Annualized Cost of Maintenance and Operation

Six stormwater treatment ponds and one dammed lake

- 1) Routine Maintenance (Inspections and debris removal)
  - Hand tools required
  - 0.5 hour per week @ \$20.00/hr = 0.5 x 20 x 52 x 6 ponds = \$3,120.00/yr
  
- 2) Periodic Maintenance
  - Mowing, watering, etc. - Hand tools and mowers required
  - Personnel and equipment @ \$200 / month / pond
  - 200 x 12 x 6 = \$14,400.00/yr
  - Remove vegetation from pond bottom
    - Hand tools, pumps, heavy duty mowing equipment, trucks
    - Cleanup one (1) time/year/pond (6 ponds)
    - Equipment and personnel/cleanup = \$500
    - 6 x 1 x \$500 = \$3,000.00/yr
  - Sand filters – estimated rehabilitation cycle of ten (10) years
    - Rehabilitation cost estimated at \$50/foot (2,850 linear feet of sand filter)
    - \$50 x 2,850 ft / 10 years = \$14,250/yr

Total Estimated Annualized Maintenance and Operation Cost = \$34,770.00

III. GATE REPAIRS (Every 3 Years)

Replace mechanism and arm \$3,000.00

Total Estimated Annualized Maintenance and Operation Cost = \$1,000.00

IV. COMMON AREA RECREATION FACILITIES

Two playing fields, swimming pool, clubhouse, tennis courts, basketball court, parking facility

1) Routine Maintenance (Mowing, debris removal, watering) \$200 per month = 200 x 12 = \$2,400.00/yr

2) Swimming Pool / Clubhouse Routine Maintenance \$1,250 per month = 1250 x 12 = \$15,000.00/yr

3) Court Repairs / Resurfacing \$75 per month = 75 x 12 = \$900.00/yr

3) Parking Lot Repairs / Resurfacing (Every 15 Years) \$7 per Square Yards = \$7.00 x 1570 / 15 Years = \$750.00/yr

Total Estimated Annualized Maintenance and Operation Cost = \$19,050.00

TOTAL ANNUALIZED COSTS \$75,720.00

Cheryl L. Poole, P.E. 8-74-60  
Florida Registered Engineer  
Certificate Number 42037  
Poole Engineering & Surveying, Inc. License #6246  
2145 Delta Blvd., Suite 100  
Tallahassee, FL 32303

THIS INSTRUMENT PREPARED BY  
AND RETURNED TO:  
RUSSELL D. GAUTIER, ESQUIRE  
WILLIAMS, GAUTIER, GWYNN, DELOACH & SORENSON, P.A.  
P. O. BOX 4128  
TALLAHASSEE, FLORIDA 32315-4128

FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MISSION SAN MIGUEL

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR MISSION SAN MIGUEL is made and executed this 26<sup>th</sup> day of  
Sept, 2006, by San Miguel Partnership, LLP, a Florida limited liability partnership, whose  
address is 537 Frank Shaw Road, Tallahassee, Florida 32312 (hereinafter referred to as the  
“Declarant”)

WITNESSETH:

WHEREAS, the Declarant subjected certain property located in Leon County, Florida to  
certain easements, restrictions, covenants and conditions pursuant to that Declaration of Covenants,  
Conditions and Restrictions for Mission San Miguel dated December 8, 2005, and recorded in  
Official Records Book 3571, Page 1500, of the Public Records of Leon County, Florida (hereinafter  
referred to as the “Declaration”); and

WHEREAS, the engineer’s estimate attached to the Declaration as “Exhibit B” contains a  
mathematical error; and

WHEREAS, the Declarant desires to amend the Declaration to correct the estimate.

NOW, THEREFORE, in consideration of the hereinabove set forth premises, the hereinafter set forth terms and conditions and other good and valuable considerations, the receipt and sufficient of which are hereby acknowledged, the Declarant hereby amends the Declaration as follows:

1. The Declaration is hereby amended to replace the "Exhibit B" attached thereto in its entirety with the "Exhibit B" attached hereto and made a part hereof.
2. The Declaration, as amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed and its seal affixed hereto the day and year first above written.

WITNESSES:

**San Miguel Partnership, LLP, a Florida  
limited liability partnership**

Aeresa Hanna

TERESA HANNA

Print or type name.

Charlene M. Sciame

**Charlene M. Sciame**

Print or type name.

By: \_\_\_\_\_

**Charles A. White**  
Its: Managing Partner

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of Sept., 2006,  
by Charles A. White, as Managing Partner of San Miguel Partnership, LLP, a Florida limited liability  
partnership, on behalf of the company. He

is personally known to me, or  
 has produced \_\_\_\_\_ as identification.

Charlene M. Sciame

Notary Public

Print or Type Name  
NOTARY PUBLIC  
My Commission Expires:



# EXHIBIT B

## MISSION SAN MIGUEL

### OPINION OF CONSTRUCTION COST FOR INFRASTRUCTURE MAINTENANCE

**I. DITCH REMEDIATION (Annually)**

1) Regrading (21,000 Linear Feet)	\$5,000.00
2) Sodding / Seeding Stabilization (3 foot wide Ditch Bottom)	\$7,000.00

Total Estimated Annualized Maintenance and Operation Cost = \$12,000.00

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Striping	LS	1	\$2,000.00	\$2,000.00
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Total Repaving Cost \$209,000.00

Total Estimated Annualized Maintenance and Operation Cost = \$20,900.00

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Estimated Annualized Cost of Maintenance and Operation

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  - Hand tools required
  - 0.5 hour per week @ \$20.00/hr = 0.5 x 20 x 52 x 6 ponds = \$3,120.00/yr
  
- 2) Periodic Maintenance
  - Mowing, watering, etc. - Hand tools and mowers required
  - Personnel and equipment @ \$200 / month / pond
  - 200 x 12 x 6 = \$14,400.00/yr
  - Remove vegetation from pond bottom
  - Hand tools, pumps, heavy duty mowing equipment, trucks
  - Cleanup one (1) time/year/pond (6 ponds)
  - Equipment and personnel/cleanup = \$500
  - 6 x 1 x \$500 = \$3,000.00/yr
  - Sand filters – estimated rehabilitation cycle of ten (10) years
  - Rehabilitation cost estimated at \$50/foot (2,850 linear feet of sand filter)
  - \$50 x 2,850 ft / 10 years = \$14,250/yr

Total Estimated Annualized Maintenance and Operation Cost = \$34,770.00

III. GATE REPAIRS (Every 3 Years)

Replace mechanism and arm \$3,000.00

Total Estimated Annualized Maintenance and Operation Cost = \$1,000.00

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Two playing fields, swimming pool, clubhouse, tennis courts, basketball court, parking facility

- 1) Routine Maintenance (Mowing, debris removal, watering)  
 $\$200 \text{ per month} = 200 \times 12 = \$2,400.00/\text{yr}$
- 2) Swimming Pool / Clubhouse Routine Maintenance  
 $\$1,250 \text{ per month} = 1250 \times 12 = \$15,000.00/\text{yr}$
- 3) Court Repairs / Resurfacing  
 $\$75 \text{ per month} = 75 \times 12 = \$900.00/\text{yr}$
- 3) Parking Lot Repairs / Resurfacing (Every 15 Years)  
 $\$7 \text{ per Square Yards} = \$7.00 \times 1570 / 15 \text{ Years} = \$750.00/\text{yr}$

Total Estimated Annualized Maintenance and Operation Cost = \$19,050.00

**TOTAL ANNUALIZED COSTS \$87,720.00**



Cheryl L. Poole, P.E.  
 Florida Registered Engineer  
 Certificate Number 42037  
 Poole Engineering & Surveying, Inc. License #6246  
 2145 Delta Blvd., Suite 100  
 Tallahassee, FL 32303

THIS INSTRUMENT PREPARED BY  
AND RETURNED TO:  
RUSSELL D. GAUTIER, ESQUIRE  
WILLIAMS, GAUTIER, GWYNN, DELOACH & SORENSON, P.A.  
P. O. BOX 4128  
TALLAHASSEE, FLORIDA 32315-4128

SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MISSION SAN MIGUEL

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR MISSION SAN MIGUEL is made and executed this 8<sup>th</sup> day of  
May, 2007, by San Miguel Partnership, LLP, a Florida limited liability partnership,  
whose address is 537 Frank Shaw Road, Tallahassee, Florida 32312 (hereinafter referred to as the  
“Declarant”)

WITNESSETH:

WHEREAS, the Declarant subjected certain property located in Leon County, Florida to  
certain easements, restrictions, covenants and conditions pursuant to that Declaration of  
Covenants, Conditions and Restrictions for Mission San Miguel dated December 8, 2005, and  
recorded in Official Records Book 3571, Page 1500, of the Public Records of Leon County,  
Florida, as amended by that First Amendment to Declaration of Covenants, Conditions and  
Restrictions for Mission San Miguel, dated September 26, 2006 and recorded in Official Records  
Book 3587, Page 2183, Public Records of Leon County, Florida (hereinafter referred to as the  
“Declaration”); and

WHEREAS, the Declarant did not intend to subject to the Declaration all of the property described in "Exhibit A" attached to the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration to correctly include all property intended to be subjected to the Declaration.

NOW, THEREFORE, in consideration of the hereinabove set forth premises, the hereinafter set forth terms and conditions and other good and valuable considerations, the receipt and sufficient of which are hereby acknowledged, the Declarant hereby amends the Declaration as follows:

1. The Declaration is hereby amended by substituting and replacing "Exhibit A" attached to the Declaration in its entirety with the "Exhibit A" attached hereto and made a part hereof.

2. Section 4, Article I, of the Declaration is hereby amended in its entirety to read as follows:

Section 4. "Lot" shall mean and refer to each numbered lot as depicted on the Plat of Mission San Miguel, except for Lot 1, Block E, which shall not be subject to this Declaration unless and until annexed pursuant to Article 3 of this Declaration. Subject to compliance with applicable laws, ordinances and regulations, the Declarant shall have the right to modify and change boundary lines to each Lot as long as the Declarant owns the Lot, which modification or change may be effected by the deed of conveyance by the Declarant or by an amendment to this Declaration.

3. Article VI of the Declaration is hereby amended by adding the following:  
The driveway on Lot 3, Block C, and the driveway on Lot 4, Block C, shall each be aligned with one of the two driveway cuts at the parking area within the Common Area located directly across Archangel Way from the said Lots.

4. Article V of the Declaration is hereby amended by adding the following Section 3:

Section 3. Conservation Easements. The Declarant has granted to Leon County, Florida, certain Conservation Easements over and across the property described and depicted on the Plat of Mission San Miguel as Conservation Easements. The Conservation Easements are recorded in Official Records Book 3696, Page 2351, Official Records Book 3696, Page 2360, Official Records Book 3696, Page 2370 and Official Records Book 3696, Page 2382, Public Records of Leon County, Florida. As set forth in the Conservation Easements, the following activities are prohibited within the conservation easement areas, subject to the terms, conditions and exceptions set forth in the Conservation Easements:

1. Construction or placing of buildings, roads, signs, billboards or other advertising or utilities.
2. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials, except as noted in the Conservation Easements.

3. Removal or destruction of trees, shrubs, or other vegetation, except as noted in the Conservation Easements in relation to the maintenance of the existing dam.
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such matter as to affect the surface, except as noted in the Conservation Easements.
5. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife conservation habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

Nothing contained herein shall be construed to prohibit any activity that is specifically approved by Leon County in connection with any development order or approval issued by Leon County.

5. Article XX is hereby amended in its entirety to read as follows:

ARTICLE XX

ACCESS TO OTHER PROPERTY

Neither the Association nor any Owner shall permit or otherwise authorize any portion of any Lot or any portion of any roadway, driveway, street, parking area or other common area to be utilized as a pedestrian or vehicular easement, roadway, driveway, street or other means or method of access, ingress or egress to areas or property not included within the Properties without the prior written approval of the Declarant which may be withheld in the Declarant's sole discretion. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Properties, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by the Association or any Owner without the prior written approval of the Declarant. The Declarant reserves the right to grant such easements or create such roadways upon land or Lots owned by the Declarant as the Declarant, in the Declarant's sole discretion, determines necessary, appropriate or desirable. The foregoing restrictions and prohibitions shall include any connection to any roadway or street within the Properties. The Declarant shall have the right to assign the Declarant's rights hereunder.

6. Section 3, Article XXXIV, is hereby amended in its entirety to read as follows:

Section 3. Annexation. Any property within the property described in

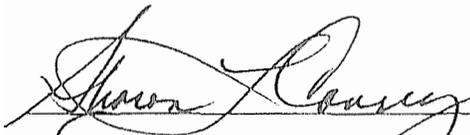
“Exhibit C” attached hereto may be annexed to the Properties by the Declarant without the consent of any member, the Association or any third party. Such annexation may include additions to the Common Areas. Additional property may be annexed to the Properties with the consent of two-thirds (2/3) of the Lot Owners. Any such annexation shall be effected by an amendment to this Declaration recorded in the Public Records of Leon County, Florida. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the owners of each lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the Lots described in this Declaration.

7. The Declaration, as amended hereby, shall remain in full force and effect.

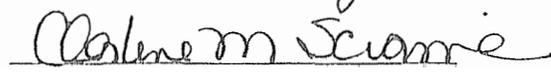
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed and its seal affixed hereto the day and year first above written.

WITNESSES:

San Miguel Partnership, LLP, a Florida limited liability partnership

  
Sharon L. Courtney  
Print or type name.

By:   
Charles A. White  
Its: Managing Partner

  
Charlene M. Sciamie  
Print or type name.

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of May, 2007,  
by Charles A. White, as Managing Partner of San Miguel Partnership, LLP, a Florida limited  
liability partnership, on behalf of the company. He

- is personally known to me, or
- has produced \_\_\_\_\_ as identification.

Charlene M. Sciame  
Notary Public



\_\_\_\_\_  
Print or Type Name  
NOTARY PUBLIC  
My Commission Expires:

## EXHIBIT A

A tract of land lying in Section 15, Township 1 North, Range 2 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Northeast corner of said Section 15 and run South 89 degrees 51 minutes 37 seconds West along the North boundary of said Section 15 a distance of 1538.95 feet to an iron pin marking the Northwest corner of a 1 acre parcel of land described in Deed Book 75, Page 236 of the Public Records of Leon County, Florida, for the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 51 minutes 37 seconds West along the North boundary of said Section 15 a distance of 880.17 feet to the Southerly right of way boundary of U.S. Highway No. 90 (130 foot right of way), thence South 89 degrees 07 minutes 47 seconds West along said right of way boundary 354.83 feet to a concrete monument, thence South 10 degrees 06 minutes 17 seconds West 2571.17 feet to an iron pipe, thence South 09 degrees 23 minutes 12 seconds West 526.25 feet to a concrete monument, thence South 05 degrees 40 minutes 21 seconds West 216.00 feet to a concrete monument, thence South 02 degrees 12 minutes 39 seconds East 623.70 feet to an iron pipe, thence South 89 degrees 31 minutes 13 seconds West 1875.60 feet to a concrete monument, thence North 68 degrees 34 minutes 17 seconds West 160.22 feet to a nail and cap in the center of paving of Chaires Road, thence South 00 degrees 48 minutes 48 seconds West along the center of said paving 5.14 feet to a nail and cap marking a point of curve to the left, thence along the center of said paving and along said curve with a radius of 10,084.28 feet, through a central angle of 01 degree 19 minutes 00 seconds, for an arc distance of 220.00 feet to a nail and cap, thence South 00 degrees 26 minutes 12 seconds East along the center of said paving 92.42 feet to a nail and cap on the Northerly right of way boundary of a limited access of Interstate 10, thence North 89 degrees 33 minutes 48 seconds East along said right of way boundary 29.96 feet to a Department of Transportation iron pin, thence South 24 degrees 38 minutes 07 seconds East along the Easterly boundary of said limited access right of way boundary 109.71 feet to a Department of Transportation iron pin, thence South 00 degrees 29 minutes 09 seconds East along said Easterly right of way boundary 791.63 feet to a Department of Transportation iron pin on the North right of way boundary of Interstate 10, thence North 89 degrees 57 minutes 48 seconds East along said right of way boundary 1566.11 feet to a Department of Transportation iron pin, thence North 86 degrees 30 minutes 15 seconds East along said right of way boundary 500.41 feet to a Department of Transportation iron pin, thence North 89 degrees 57 minutes 48 seconds East along said right of way boundary 400.00 feet to a Department of Transportation iron pin, thence South 86 degrees 52 minutes 13 seconds East along said right of way boundary 900.81 feet to a Department of Transportation iron pin, thence North 89 degrees 57 minutes 48 seconds East along said right of way boundary 561.26 feet to a concrete monument marking the Southwest corner of property described in Official Records Book 691, Page 412 of the Public Records of Leon County, Florida, thence North 00 degrees 35 minutes 11 seconds West along the West boundary of said property 2815.44 feet to a concrete monument marking the Northwest corner of said property, thence North 00 degrees 19 minutes 51 seconds West 950.86 feet to an iron pin in the North side of a 36" oak tree marking the Southwest corner of property described in Official Records Book 1016, Page 623 of the Public Records of Leon County, Florida, thence North 01 degree 03 minutes 01 second East along the West boundary of said property 1120.06 feet to a concrete monument marking the Southeast corner of said 1 acre tract described in Deed Book 75, Page 236, thence South 89 degrees 51 minutes 37 seconds West along the South boundary of said property 209.00 feet to a concrete monument, thence North 01 degree 03 minutes 01 second East along the West boundary of said property 209.00 feet to the POINT OF BEGINNING; containing 258.77 acres, more or less.

The foregoing described property being subject to the maintained right of way boundaries of Chaires Road and Wadesboro Road.

LESS AND EXCEPT the following described parcel:

# EXHIBIT A

## LEGAL DESCRIPTION:

### LOT 1, BLOCK "E", MISSION SAN MIGUEL

A tract of land located in Section 15, Township 1 North, Range 2 East, Leon County, Florida being a portion of the lands described in Official Records Book 1994, Page 1200, Public Records of Leon County, Florida and more particularly described by recent survey as follows:

Commence at a concrete monument marking the Northeast corner of Section 15, Township 1 North, Range 2 East, Leon County, Florida; thence South 89 degrees 52 minutes 57 seconds West along the North boundary of said Section 15 to the Northwest corner of a one-acre parcel as described in Deed Book 75, Page 236, Public Records of Leon County, Florida, a distance of 1,539.11 feet; thence continue South 89 degrees 52 minutes 57 seconds West along said North boundary, a distance of 880.31 feet to the Southerly right of way boundary of U.S. Highway 90; thence South 80 degrees 07 minutes 12 seconds West along said Southerly right of way boundary, a distance of 354.74 feet to a concrete monument marking the Northwest corner of that certain parcel described in Official Records Book 1994, Page 1200, Public Records of Leon County, Florida; thence along the Westerly boundary of said parcel as follows: South 10 degrees 06 minutes 35 seconds West, a distance of 2,571.15 feet to an iron pipe; thence South 09 degrees 24 minutes 58 seconds West, a distance of 526.30 feet to a concrete monument (#1254); thence South 05 degrees 36 minutes 55 seconds West, a distance of 216.03 feet to an iron rod and cap (LB #732); thence South 02 degrees 11 minutes 56 seconds East, a distance of 623.77 feet to an iron pipe marking the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 89 degrees 31 minutes 08 seconds East, a distance of 1,099.31 feet; thence South 00 degrees 00 minutes 25 seconds East, a distance of 1,135.03 feet to a point of intersection with the Northerly right of way boundary of a limited access of Interstate 10 (State Road No. 8) as shown on the Florida Department of Transportation Right of Way Map for Section 55320-2404; thence the following courses along the Northerly boundary of said limited access of Interstate 10 as follows: North 86 degrees 51 minutes 38 seconds West, a distance of 577.54 feet; thence South 89 degrees 56 minutes 50 seconds West, a distance of 400.05 feet; thence South 86 degrees 31 minutes 33 seconds West, a distance of 500.33 feet; thence South 89 degrees 57 minutes 44 seconds West, a distance of 1,566.11 feet to a point of intersection with Easterly right of way boundary of Chaires Cross Road; thence North 00 degrees 28 minutes 35 seconds West along said Westerly right of way boundary, a distance of 751.64 feet; thence North 24 degrees 38 minutes 53 seconds West, a distance of 109.66 feet; thence South 89 degrees 33 minutes 03 seconds West, a distance of 11.28 feet to a point of intersection with the Easterly maintained right of way boundary of Chaires Cross Road as shown on the Leon County Department of Public Works Maintenance Map; thence along said maintained right of way boundary as follows: North 01 degrees 47 minutes 01 seconds West, a distance of 69.85 feet; thence North 00 degrees 54 minutes 48 seconds East, a distance of 100.18 feet; thence North 08 degrees 42 minutes 29 seconds West, a distance of 21.04 feet; thence North 05 degrees 52 minutes 34 seconds West, a distance of 10.44 feet; thence North 00 degrees 52 minutes 54 seconds East, a distance of 27.03 feet; thence North 11 degrees 07 minutes 06 seconds East, a distance of 6.81 feet; thence North 02 degrees 18 minutes 43 seconds East, a distance of 35.21 feet; thence North 03 degrees 01 minutes 33 seconds West, a distance of 37.28 feet; thence North 67 degrees 15 minutes 50 seconds West, a distance of 6.65 feet; thence North 00 degrees 49 minutes 56 seconds East, a distance of 4.37 feet; thence leaving said maintained right of way boundary run South 68 degrees 33 minutes 10 seconds East, a distance of 151.18 feet; thence North 89 degrees 31 minutes 08 seconds East, a distance of 1,875.18 feet to the POINT OF BEGINNING, containing 78.26 acres, more or less.

# EXHIBIT C

## LEGAL DESCRIPTION:

### LOT 1, BLOCK "E", MISSION SAN MIGUEL

A tract of land located in Section 15, Township 1 North, Range 2 East, Leon County, Florida being a portion of the lands described in Official Records Book 1994, Page 1200, Public Records of Leon County, Florida and more particularly described by recent survey as follows:

Commence at a concrete monument marking the Northeast corner of Section 15, Township 1 North, Range 2 East, Leon County, Florida; thence South 89 degrees 52 minutes 57 seconds West along the North boundary of said Section 15 to the Northwest corner of a one-acre parcel as described in Deed Book 75, Page 236, Public Records of Leon County, Florida, a distance of 1,539.11 feet; thence continue South 89 degrees 52 minutes 57 seconds West along said North boundary, a distance of 880.31 feet to the Southerly right of way boundary of U.S. Highway 90; thence South 80 degrees 07 minutes 12 seconds West along said Southerly right of way boundary, a distance of 354.74 feet to a concrete monument marking the Northwest corner of that certain parcel described in Official Records Book 1994, Page 1200, Public Records of Leon County, Florida; thence along the Westerly boundary of said parcel as follows: South 10 degrees 06 minutes 35 seconds West, a distance of 2,571.15 feet to an iron pipe; thence South 09 degrees 24 minutes 58 seconds West, a distance of 526.30 feet to a concrete monument (#1254); thence South 05 degrees 36 minutes 55 seconds West, a distance of 216.03 feet to an iron rod and cap (LB #732); thence South 02 degrees 11 minutes 56 seconds East, a distance of 623.77 feet to an iron pipe marking the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 89 degrees 31 minutes 08 seconds East, a distance of 1,099.31 feet; thence South 00 degrees 00 minutes 25 seconds East, a distance of 1,135.03 feet to a point of intersection with the Northerly right of way boundary of a limited access of Interstate 10 (State Road No. 8) as shown on the Florida Department of Transportation Right of Way Map for Section 55320-2404; thence the following courses along the Northerly boundary of said limited access of Interstate 10 as follows: North 86 degrees 51 minutes 38 seconds West, a distance of 577.54 feet; thence South 89 degrees 56 minutes 50 seconds West, a distance of 400.05 feet; thence South 86 degrees 31 minutes 33 seconds West, a distance of 500.33 feet; thence South 89 degrees 57 minutes 44 seconds West, a distance of 1,566.11 feet to a point of intersection with Easterly right of way boundary of Chaires Cross Road; thence North 00 degrees 28 minutes 35 seconds West along said Westerly right of way boundary, a distance of 751.64 feet; thence North 24 degrees 38 minutes 53 seconds West, a distance of 109.66 feet; thence South 89 degrees 33 minutes 03 seconds West, a distance of 11.28 feet to a point of intersection with the Easterly maintained right of way boundary of Chaires Cross Road as shown on the Leon County Department of Public Works Maintenance Map; thence along said maintained right of way boundary as follows: North 01 degrees 47 minutes 01 seconds West, a distance of 69.85 feet; thence North 00 degrees 54 minutes 48 seconds East, a distance of 100.18 feet; thence North 08 degrees 42 minutes 29 seconds West, a distance of 21.04 feet; thence North 05 degrees 52 minutes 34 seconds West, a distance of 10.44 feet; thence North 00 degrees 52 minutes 54 seconds East, a distance of 27.03 feet; thence North 11 degrees 07 minutes 06 seconds East, a distance of 6.81 feet; thence North 02 degrees 18 minutes 43 seconds East, a distance of 35.21 feet; thence North 03 degrees 01 minutes 33 seconds West, a distance of 37.28 feet; thence North 67 degrees 15 minutes 50 seconds West, a distance of 6.65 feet; thence North 00 degrees 49 minutes 56 seconds East, a distance of 4.37 feet; thence leaving said maintained right of way boundary run South 68 degrees 33 minutes 10 seconds East, a distance of 151.18 feet; thence North 89 degrees 31 minutes 08 seconds East, a distance of 1,875.18 feet to the POINT OF BEGINNING, containing 78.26 acres, more or less.