

FORD, JETER & BOWLUS, P.A. ✓
10110 San Jose Blvd.
Jacksonville, FL 32257



Clerk Of Courts
Clay County, FL
FEE: \$267.00

COVENANTS AND RESTRICTIONS

OF

SWEETBRIAR OF ORANGE PARK

WHEREAS, SWEETBRIAR OF ORANGE PARK, INC., a Florida corporation ("Developer") is the owner of certain real property in Clay County, Florida, more particularly described in Exhibit "A" hereto and in that plat of Sweetbriar Unit 1 and Sweetbriar Unit 2 recorded in Plat Book 29, pages 17 through 19, and Plat Book 29, pages 20 through 23, respectively, of the public records of Clay County, Florida (herein, collectively the "Plat"); and

WHEREAS, the Developer intends that, except as herein otherwise specifically set forth, each of the lots shown on the Plat will be used solely for residential purposes and is therefore desirous of placing certain covenants and restrictions upon the use of all of the land described in the Plat for the mutual benefit of all the owners of lots located therein, and is desirous that these Covenants and Restrictions shall run with the title to the land hereby restricted;

NOW THEREFORE, the Developer, for itself and its successors and assigns, hereby restricts the use, as hereinafter provided, of all of the land described in the Plat (hereinafter sometimes referred to as the "Land"), and the Developer hereby places upon the Land the following covenants and restrictions, to run with the title to the Land, and the grantee of any deed conveying any lot or

lots contained within the Plat or any parts or portions thereof is deemed by the acceptance of such deed to have agreed to all such Covenants and Restrictions and to have covenanted to observe, comply with and be bound by all such Covenants and Restrictions as follows:

1. DEFINITIONS.

(a) ARB. "ARB" is an abbreviation intended to refer to the Architectural Review Board. The ARB is a standing committee of the Association charged under these Covenants with certain responsibilities regarding the improvements located or to be located on the Lots.

(b) Articles. "Articles" means and refers to the Articles of Incorporation of the Association.

(c) Association. "Association" means and refers to Sweetbriar Homeowners' Association, Inc., a corporation not-for-profit, organized or to be organized under the laws of the State of Florida, its successors and assigns.

(d) Board of Directors. "Board of Directors" means and refers to the Association's Board of Directors.

(e) Builder. "Builder" means and refers to any person or construction company engaged in the business of constructing single family residential dwellings in Sweetbriar of Orange Park Units 1 and 2, or such additional real property as may be annexed to these Covenants and Restrictions.

(f) Common Areas. Common Areas mean and refer to landscape areas lying within Lots 1 through 5, inclusive, and Lot 55, Sweetbriar Unit 1, and Lot 56 and Lots 101 through 107, inclusive, Sweetbriar Unit 2, as shown on their respective plats, and entryway signs, fencing, landscaping and facilities located or to be located thereon; swales, drainage facilities, easements and drainage

control structures located either within the Plat or outside of the Plat and comprising or located on all or any part of the Surface or Stormwater Management System; and such other real property as may hereafter be conveyed to and accepted by the Association for the mutual welfare or benefit of the Owners. Common Areas may not be mortgaged or conveyed without the consent of at least two-thirds (2/3rds) of the Owners, excluding Developer.

(g) Developer. "Developer" means and refers to Sweetbriar of Orange Park, Inc., a Florida corporation, and its successors and assigns.

(h) Lake. "Lake" means and refers to that area described in Exhibit "B" and lying outside of the Land but comprising a part of the Stormwater Management System.

(i) Land. "Land" means and refers to the real property described on the Plat and such additional real property that may hereafter be annexed to these Covenants and Restrictions, and brought within the jurisdiction of the Association.

(j) Lot. "Lot" means and refers to any lot shown upon the Plat, and all other lots shown on any future recorded plat in the event such future plat shall be made subject to these Covenants and Restrictions, and be brought within the jurisdiction of the Association. "Lot" does not include or refer to any portion of the Land designated on the Plat for the general recreation and enjoyment of Owners.

(k) Occupant. "Occupant" means and refers to the person or persons other than the Owner in possession of a Lot and the Primary Residence.

(l) Owner. "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having

such interest merely as security for the performance of an obligation.

(m) Plat. "Plat" means and refers to the plat of Sweetbriar Unit 1, according to plat thereof recorded in Plat Book 29, pages 17 through 19, and the plat of Sweetbriar Unit 2, according to plat thereof recorded in Plat Book 29, pages 20 through 23, of the public records of Clay County, Florida, and any future recorded plat of the Land.

(n) Primary Residence. "Primary Residence" means and refers to the single family residence constructed or to be constructed on a Lot.

(o) Surface or Stormwater Management System. "Surface or Stormwater Management System" has the meaning described in paragraph 25 below and refers to the designed features of the Land which collect, convey, channel, hold, inhibit, or divert the movements of stormwater, as more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof.

Unless the context otherwise requires, the use herein of the singular shall include the plural and visa versa; the use of gender shall include all genders; and the use and term "including" shall mean "including without limitation". These Covenants and Restrictions shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Land by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting or construing the substantive provisions hereof.

2. SINGLE FAMILY RESIDENCE ONLY; TWO STORY LIMIT. Each Lot shall be used for the purpose of constructing a Primary Residence

thereon and for no other purpose, except as is specifically set forth herein. Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot other than the Primary Residence and related domestic out buildings as set forth in paragraph 6 below. Without approval of the ARB (as defined in paragraph 11 below), the height of the Primary Residence or any such out building shall not be more than two (2) full stories above the normal surface of the ground. No building situated on any Lot, or portion thereof, shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein contained shall be construed to prevent Developer from using any Lot for a right-of-way for road purposes or easements in which event Developer may abate, remove or revise the restrictions herein as Developer shall, in its sole discretion, deem proper.

3. HOMEOWNERS' ASSOCIATION. The Developer has formed the Association. Every Owner shall be a member of the Association and the Association shall have the powers, objectives, benefits and burdens set forth in its Articles of Incorporation and shall operate and conduct its business in accordance with its Articles and Bylaws (copies of which are attached hereto as **Exhibit "C"** and **Exhibit "D"**, respectively) as the same now exist or are hereafter modified, provided, however, that the following rules are intended to and shall prevail over any contrary provision contained in the Articles or Bylaws of the Association:

Class A Membership: Each Owner (except Developer) is a Class A member of the Association. Regardless of the number of parties owning an interest in a Lot, each Lot is allocated one vote.

Class B Membership: Developer is the sole Class B member of the Association and is allocated five (5) votes

for each Lot owned by it. Class B membership shall cease on the earlier of: (a) September 15, 2002, OR (b) when Developer no longer owns any Lot, OR (c) upon the Developer's election to terminate Class B membership, which election will be effective upon Developer's filing of written notice thereof in the public records of Clay County, Florida, OR (d) when seventy-five percent (75.0%) of the Lots have been conveyed to Owners, or as otherwise provided in the By-laws. A vote is sometimes herein referred to as a "voting interest".

Notwithstanding the foregoing:

(a) Members other than the Developer are entitled to elect at least a majority of the members of the Board of Directors of the Association when the earlier of the following events occurs:

(i) Three (3) months after ninety percent (90.0%) of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Owners; or

(ii) Such other percentage of the Lots has been conveyed to Owners, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of the Lots.

(iii) For purposes of this section, the term "Owners" includes builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale.

(b) The Developer is entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5.0%) of the Lots in all phases of the community. After the

Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

The Association is created with the sole objectives of promoting the recreation, health, safety and welfare of the Owners. The Association shall oversee, administer, support, refurbish and maintain the Common Areas. The Common Areas may not be encumbered or conveyed in whole or in part without the prior written consent of at least two-thirds (2/3rds) of the Class A members.

Membership in the Association is appurtenant to and inseparable from ownership of a Lot. In the event the Association is dissolved, its assets shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes.

4. COVENANT FOR MAINTENANCE ASSESSMENTS. The Developer hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, are a charge on the land and are a continuing lien upon the Lot against which each such assessment is made from the date of filing of the claim of lien described below. Each such assessment, together with interest, costs and reasonable attorneys' fees, is the personal obligation of the person who was the Owner at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to such

Owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for the improvements and maintenance of the Common Areas.

The Association has determined that it is in the best interests of the Association and the Owners that the Association undertake to maintain the unpaved areas lying within the right of way of Cheswick Oak Avenue in an area bounded on the north by the easterly extension of the northerly border of Sweetbriar Unit 1, and on the south by the easterly extension of the southernmost border of Sweetbriar Unit 2. The southerly border of such area may be modified as additional lands are annexed to these Covenants so that, as modified, the southerly border of the subject area will be determined by the easterly prolongation of the southernmost Lot abutting Cheswick Oak Avenue.

The Association has found that, notwithstanding that the above described area is not a Common Area and that the Association claims no rights in or to that area, the recreation, health, safety and welfare of the Owners is promoted and enhanced by undertaking such maintenance and, therefore, now joins the Developer in declaring that the Association will landscape, mow, trim and maintain the subject area in a neat and orderly condition and the dues of the Association may be utilized for such purposes, subject always to the rights of appropriate public authority within the above described area.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment shall be \$125.00 per year.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year but not more than five percent (5%) above the maximum assessment for the previous year without the affirmative vote of a majority of the voting interests present in person or by proxy, represented in a meeting at which a quorum has been attained. A quorum for such purposes is thirty percent (30.0%) of the total voting interests.

The Board of Directors shall fix the assessment annually at amounts not in excess of the maximum.

In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of advancing the purposes of the Association; provided that any such special assessment shall have the assent of a majority of the voting interests present in person or by proxy, represented in a meeting at which a quorum has been attained. A quorum for such purposes is thirty percent (30.0%) of the total voting interests.

Written notice of any meeting called for the purpose of taking any action authorized above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast thirty percent (30.0%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Mortgagees are not required to collect assessments.

The annual assessments provided for herein shall commence as to all Lots on January 1, 1996. No Lot shall be subject to any assessment until a Primary Residence has been constructed thereon, if: (a) the Lot is owned by a mortgagee who acquired title by foreclosure or deed in lieu thereof, OR (b) an Owner who is a Builder has purchased the Lot in the ordinary course of business and has owned the Lot for less than one (1) year. This excuse from assessments shall terminate as of December 31, 2002. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether or not 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.

Any assessment not paid within thirty (30) days after its due date shall bear interest from the due date at the rate of eighteen percent (18.0%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot involved or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of its Lot. A claim of lien shall be filed in the public records of Clay County and served upon the defaulting Owner by hand delivery or certified mail, postage

prepaid, not less than fifteen (15) days before commencing a foreclosure action. The lien shall date from the filing of the claim of lien. Service by mail shall be to the last address on the Association's records, or, in the alternative, to the last address on the Tax Collector's rolls for Clay County, Florida.

The lien for the assessments provided for in this Declaration is subordinate to the lien of any first mortgage without regard to when the assessment became due, the lien was created, or the first mortgage recorded. Although the sale or transfer of any Lot does not discharge or mitigate the effectiveness of an assessment lien, the sale or transfer of any Lot pursuant to a mortgage foreclosure or conveyance or proceedings in lieu thereof, without regard to the lien priority of the mortgage, except a purchase money mortgage in favor of an Owner who was an Owner when the assessment became due, shall extinguish the lien of such assessment as to payments which become due prior to the sale or transfer. However, no such foreclosure or other proceeding, sale or transfer shall relieve the Lot or the Owner from liability for any assessments thereafter becoming due or from the lien for any later assessments.

Nothing contained in this Declaration shall be construed to make the failure to pay assessments a default under any mortgage, nor shall any mortgagee be required to collect assessments.

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

5. MOTORISTS' VISION TO REMAIN UNOBSTRUCTED. The Developer and the ARB each have the right, but no obligation, to remove, or require the removal of any fence, wall, hedge, shrub, bush, tree or

other thing, natural or artificial, placed or located on any Lot, if the location thereof will, in the sole judgment and opinion of the ARB, obstruct the vision of the motorist upon any street.

6. MINIMUM SQUARE FOOTAGE AND OTHER REQUIREMENTS FOR ANY PRIMARY RESIDENCE. No Primary Residence shall be erected or allowed to remain on any Lot unless the area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed: (1) for Unit 1, 1,250 square feet; (2) for Unit 2, 1,400 square feet.

The ARB may make such greater or lesser square footage requirements as it may hereafter deem proper, provided such increase or decrease in area does not exceed ten percent (10.0%) of the above limits.

7. OTHER STRUCTURES. Subject to the restrictions contained in paragraph 11 below, the following buildings, structures and objects may be erected and maintained on a Lot only if located wholly within the rear yard of the Primary Residence: yards and houses for pets; above ground storage of ARB's approved construction materials; wood, coal, oil and other fuels; workshops; servant's quarters; garbage and trash cans; detached garages; hothouses; greenhouses; permanent storage sheds; bath houses; children's playhouse; outdoor barbecue pits; swimming pools or improvements in connection therewith. Each such object shall be constructed of ARB's approved construction materials and shall be walled, fenced or sufficiently landscaped, with heights and design and in such a manner that they are obstructed from view from the outside of the Lot. The maximum portion of a Lot covered by all buildings and structures shall not exceed that dictated by appropriate municipal code or zoning ordinance.

8. SET BACK FOR ALL STRUCTURES. No building shall be located on any Lot nearer than twenty (20) feet to the front lot line, nor nearer than seven and one-half (7.5) feet to any side lot line, nor nearer than fifteen (15) feet to the rear lot line. Distance between adjacent dwellings shall not be less than fifteen (15) feet.

Notwithstanding the foregoing and subject to applicable zoning limitations, the ARB may reduce any set back limitation set forth herein in the event such a reduction is determined by the ARB to be necessary or convenient to the use and enjoyment of the Lot and such reduction is not greater than one-third (1/3) of the limitation affected.

9. RESUBDIVIDING OR PLATTING. Developer reserves the right to resubdivide or replat any Lot or Lots shown on the Plat for any purposes whatsoever, including rights-of-way for road purposes and easements.

10. FENCES AND HEDGES. Fences or walls may not be built or maintained on any portion of any Lot except on the rear or side lot line and no closer to the front of the Lot than the front of the Primary Residence. No fence or wall shall be erected nor hedge maintained higher than six (6) feet from the normal surface of the ground. No fence or wall shall be erected until the quality, style, color or design shall have been first approved by the ARB.

Fencing is prohibited and no fence may be constructed without the express prior written consent of the ARB as to any Lot abutting Cheswick Oak Avenue, on that boundary of the Lot which forms the westerly boundary of the right of way of Cheswick Oak Avenue.

In the event of the violation of the Covenants contained in this paragraph, the Developer or the ARB may summarily and without the permission or consent of the Owner, enter upon the Lot and

remove the unpermitted fence and the Owner shall be and remain liable for all costs incurred in connection therewith which costs will be due and payable to the Association on the day of entry and removal and will thereafter bear interest at the rate of eighteen percent (18%) per annum. All such costs shall be secured by a lien on the Lot, which lien is created, evidenced and enforced and is subject to those limitations as provided for in paragraph 4 of these Covenants for the enforcement of payment of Association dues. Nor shall the ARB or the Developer or their agents or employees be liable to the Owner or any party claiming by, through or under the Owner for any damages to person or property arising out of such entry and removal. Each Owner of a Lot abutting Cheswick Oak Avenue consents to the provisions of this paragraph and freely and irrevocably grants to the Developer and the ARB full permission and license to accomplish the foregoing.

All fences shall be constructed of wood or other material approved by the ARB or the Developer and shall be so constructed as to provide a continuous visual barrier of the type commonly known as "panel fences" or "shadowbox fences". All such fences shall be installed "good side out"; that is, horizontal stringers used to bind and support the fencing material will face the interior of the Lot. Chain link and barbed wire are prohibited.

11. APPROVAL OF STRUCTURES. For the purpose of further ensuring the development of the Land as a residential area of highest quality and standards, and in order that all improvements on each Lot present an attractive and pleasing appearance from all sides of view, the Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No building, and no other structure or improve-

ment shall be erected or allowed to remain on any Lot, nor shall any additions or alterations thereto be made unless building plans and specifications describing those additions or alterations and showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation of the improvement on the Lot; construction schedule, including plans for the grading and landscaping of the Lot showing proposed removal of trees and natural vegetation and any changes proposed to be made in the elevation or surface contours of the Land, and such other information as the Developer shall require, have been submitted to and approved by the Developer in writing. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reason connected with future development plans of the Developer.

Upon completion of construction of a Primary Residence on any Lot and the subsequent occupancy of the Primary Residence, and provided the construction of the Primary Residence complies with all requirements of the Developer imposed with respect to such construction, the Association will thereafter be vested with the rights of Developer reserved under this paragraph and with the right to enforce in its own name the conditions, limitations and restrictions herein set forth with respect to all improvements located or to be located upon that Lot. Developer may, but is not required to, record from time to time in the public records of Clay County, Florida, a certificate identifying any Lot or Lots coming within the jurisdiction of the Association pursuant to the terms of this paragraph; provided, however, that the Developer's failure to record such a certificate will not deprive the Association of the

rights to be transferred to it as above set forth. The Association may exercise its rights through a committee duly established by it for that purpose and known or to be known as the Architectural Review Board ("ARB").

Each Owner is responsible for and shall promptly repair and pay for the costs of repair in the event the Owner, its contractor, invitees, licensees or any other party invited or allowed to enter the subdivision by the Owner causes damage to landscaping (including grass), streets, rights of way, trees, signs, drainage facilities or utilities within the subdivision.

12. NO PARKING OF VEHICLES, BOATS, ETC. Each Primary Residence shall be constructed with an attached garage capable of accommodating two standard sized automobiles. The garage shall be finished in an exterior finish of like kind, style and quality of the Primary Residence. No vehicles, boats, trailers, or other offensive objects may be kept on any Lot unless kept within the garage or obscured from street view in the rear yard. Guest and delivery vehicles may be parked in driveways during normal and reasonable visits and deliveries. No vehicle may be parked on lawn areas at any time.

13. WINDOW AIR CONDITIONERS AND CLOTHES LINES. Window air conditioners are not permitted in any Primary Residence. No window air conditioners shall be installed in any detached building on a Lot without the prior written approval of the ARB. No outside clothes lines are permitted on any Lot.

14. NO OVERHEAD WIRES. All telephone, electric and other utility lines and connection between the main utility line and the Primary Residence and other buildings located on each Lot shall be located underground. The Developer has provided underground conduits to serve each Lot, and such conduit to each Lot shall be,

become, and remain the property of the utility, subject to the use and enjoyment of the Owner of the Lot. Each Owner requiring original or additional electric, telephone or television service shall complete, at his own expense, the secondary electric service conduits, wires, conductors and other electric facilities from the point of the applicable transformer or primary service to the Primary Residence and all of the same shall be and remain the property of the Owner of the Lot. The Owner of each lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary utility system extending from the applicable transformer or primary service to the Primary Residence on his Lot.

15. COMPLETION OF COMMENCED CONSTRUCTION. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The Primary Residence and all related structures shown on the plans and specifications approved by the Developer must be completed within nine (9) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities. Prior to the completion of construction, the Owner shall install at his expense, a driveway approved by the Developer from the paved portion of the abutting street to his garage entrance.

16. NO PICNIC AREAS PRIOR TO CONSTRUCTION. No picnic areas and no detached outbuildings, tents, trailers or campers shall be erected or permitted to remain on any Lot prior to the start of construction of the Primary Residence thereon.

17. NO SHEDS, SHACKS OR TRAILERS. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However,

this paragraph shall not prevent the use of adequate sanitary toilet facilities for workmen during the course of construction. Likewise, any contractor may maintain a trailer or portable construction building of attractive design on a Lot used for the construction of houses in this subdivision but such trailer or building may be so located for no longer than is required to complete the construction, in no case for more than twelve (12) months.

18. RESIDING ONLY IN RESIDENCE. No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servant's quarters shall be at any time used as a residence either temporarily or permanently.

19. SIZE OF SIGNS. No sign of any type shall be displayed or placed upon any Lot except "FOR SALE" signs, which signs may refer only to the Lot upon which the sign is displayed, and shall be of materials, size, height, and design specified by the ARB. One small, Developer approved sign may be used to denote the name of the property owner or resident and the house number, provided such sign shall not exceed one hundred fifty (150) square inches in size. The ARB may enter upon any Lot and summarily remove any signs which do not meet the provisions of this paragraph.

20. AERIALS AND ANTENNAS. No satellite dish(antenna), radio aerial or antenna nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on a Lot unless and until the location, size and design thereof have been approved by the ARB.

21. MAIL BOXES. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers shall be erected or located on any Lot unless and until the size, location,

design and type of material for said boxes or receptacles has been approved by the ARB.

22. PETS. Not more than two dogs or two cats may be kept on any Lot and any such animals shall be kept solely for the pleasure and use of the occupants. No such animals shall be used for any commercial or breeding use or purpose. Such animals shall be controlled and restricted to the Lot by a method commonly used for that species. No animal shall be allowed to roam at large. If, in the sole opinion of the Developer, the animal or animals become dangerous or any annoyance or nuisance in the neighborhood, they may not thereafter be kept on the Lot. Developer assumes no obligation to any party for the enforcement of these pet restrictions.

23. NO OFFENSIVE ACTIVITIES. No illegal, noxious or offensive activity shall be permitted or carried on, on any part of the Land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain on any part of the Land or upon any land or lands contiguous thereto. All garbage and trash must be stored in closed containers and kept out of view until the day of pick-up. No fires for burning trash, leaves, clipping or other refuse shall be permitted on any Lot or road right-of-way. No trees or other flora shall be grown on or removed from any Lot for commercial purposes. The operation of any quarry, mine, strip mine or similar activity such as exploration for or removal of natural resources is not permitted, except that Owners have the right to establish and maintain a water well for personal use.

Each Owner shall continuously maintain the Lot and unpaved portions of the public right of way abutting each Lot in a neat, clean and attractive condition, free of undergrowth and rubbish. Those portions of Lots which abut rights of way, drainage swales, and easements shall be maintained free of obstruction, mowed and without change in the contour thereof. Provided, however, that Developer reserves the right, prior to its sale of any Lot, to retain that Lot in its natural condition.

Each Owner shall, at his own expense, plant and maintain grass on and remove dead vegetation (including trees) from abutting rights of way.

24. WELL LIMITATION; WATER AND SEWER RIGHTS. Clay County Utility Authority, or its successors or assigns, has the sole and exclusive right to provide all water and sewer facilities an service to the Land. No well of any kind shall be dug or drilled on any of the Lots, or tracts, to provide water for use within the structures to be built, and no potable water shall be used within said structures, except potable water which is obtained from Clay County Utility Authority, or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot, or to be used exclusively for air conditioning; however, the location of said well must be approved by prior written consent of the Developer and the local Health Department. Clay County Utility Authority is hereby granted and has a non-exclusive, perpetual and unobstructed easement and right in and to, over and under the Land as shown on the plat thereof for the purpose of ingress, egress, installation and/or repair of water facilities. Developer reserves the right to convey to Clay County Utility Authority all easements required to provide water facilities and service to the Land.

25. SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) means the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District pursuant to Permit #4-019-0046M4. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

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

26. EASEMENTS. All easements shown on the Plat are and shall remain private easements and the sole and exclusive property of the Developer, its successors and assigns. In addition, the Developer reserves an easement 10 foot (10') in width along the front and back of each Lot, and five foot (5') in width along the sides of each Lot for drainage and utilities and for access. The Developer has the unrestricted right and power of alienating and releasing such easements. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines or other equipment placed on, over or under the property which is subject to said

easements. The Owner of any Lot subject to any easement or easements shall not construct any improvements or structures upon said easements. In the event any Owner constructs any improvements or structures on the easement shown on the Plat, the Owner of the Lot subject to said easement shall remove said improvements or structures upon written request of Developer, its successors, trustees, or assigns.

Each Owner is granted an easement and right of enjoyment in the Common Areas, which easement is appurtenant to the title to the Lot owned by the Owner and may not be severed from it.

27. OFF SITE MAINTENANCE OF STORMWATER MANAGEMENT SYSTEM.

The Stormwater Management System includes easements described in Exhibit "B" hereto and the Lake. Portions of the Stormwater Management System provide benefits to other developments and properties not included in the Land. The maintenance of the Stormwater Management System is in the best interests of the Owners and the Association, and that maintenance is a permitted usage of Association funds.

The Association may hereafter enter into agreements with others under such terms as it finds acceptable to provide for the sharing of the burden of such maintenance.

28. DEVELOPER MAY CORRECT VIOLATIONS.

Wherever there shall have been built or there shall exist on any Lot any structure, building, thing or condition which is in violation of these Covenants and Restrictions, the Developer shall have the right, but no obligation, to enter upon the Lot where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Owner of the Lot, which expense shall be payable by such Owner to the Developer, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or

make the Developer liable for any damages on account thereof. Any advance by the Developer under the terms of this paragraph shall bear interest at the maximum rate allowed by law from the date of advance.

29. APPROVAL OF DEVELOPER OR ARB. Wherever in these Covenants and Restrictions the consent or approval of the Developer or the ARB is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Developer or the ARB, as appropriate. Such request shall be sent to the Developer or the ARB, as appropriate, postage prepaid, by registered or certified mail with return receipt requested. In the event that the Developer or the ARB fails to act on any such written request within thirty (30) days after the same has been received by it, the consent or approval to the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person submitting such written request which violates any of the Covenants and Restrictions herein contained.

30. DEVELOPER MAY DESIGNATE A SUBSTITUTE. The Developer has the sole and exclusive right at any time, and from time to time, to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these Covenants and Restrictions. If at any time hereafter there shall be no person, firm or corporation entitled to exercise these rights, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by

the Association. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid.

31. AMENDMENTS OR ADDITIONAL RESTRICTIONS. The approval of at least two-thirds (2/3rds) of the Owners is required to amend these Covenants. The Developer reserves the right, subject to the restrictions herein contained, to cure any ambiguity in or any inconsistency among the provisions contained herein, and to release any Lot from any part of the Covenants and Restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer in its sole judgment, determines such violation to be a minor or insubstantial violation.

The Developer reserves and shall have the sole right (but not the obligation) to amend these Covenants and Restrictions by the addition of those provisions required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or any other agency or department of the government of the United States as a condition to the granting or insuring of any VA or FHA mortgage loan. Such amendment may be made by the Developer without the consent, approval or joinder of any other party, and without notice, and shall be effective upon Developer's written declaration of amendment recorded in the public records of Clay County, Florida. Developer's right to so amend shall terminate upon the earlier of: (a) the Developer's written declaration of termination of right to amend recorded in the public records of Clay County, Florida, OR (b) the termination of Class B membership in the Association pursuant to paragraph 3 above.

Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance to its original condition including the water management

portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

32. ANNEXATION. Additional real property located in Clay County, Florida, which may be acquired by the Developer may be annexed (i.e., subject to the terms of this Declaration and brought within the jurisdiction of the Association) within fifteen (15) years of the date of recording of this Declaration; provided, however, that for so long as Class B membership shall exist in the Association, the Veteran's Administration and the Department of Housing and Urban Development must approve such annexation.

Notwithstanding any other provision contained in the Covenants, HUD/VA may veto any amendment of these Covenants as long as there is a Class B membership.

33. ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS. No Lot owner, without the prior written consent and approval of the Developer, may impose any additional Covenants and Restrictions on any part of the Land.

34. RESTRICTIONS EFFECTIVE PERIOD. These Covenants and Restrictions, as amended from time to time, unless released as herein provided, shall be deemed to be Covenants and Restrictions running with the title to the Land, and shall remain in full force and effect until January 1, 2015, and thereafter, these Covenants and Restrictions shall be automatically thereafter extended for additional consecutive five (5) year periods until terminated by the action of the owners of a majority of the Lots.

35. APPLICATION OF COVENANTS AND RESTRICTIONS TO PURCHASERS AT FORECLOSURE. Should any mortgage, deed of trust or other lien, consensual or nonconsensual, be foreclosed on the Land, or any Lot, the title acquired in connection with such foreclosure shall be subject to and bound by these Covenants and Restrictions.

36. LEGAL ACTION ON VIOLATION. If any person, firm or

these Covenants and Restrictions, it shall be lawful for the Developer or any Owner (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such Covenants and Restrictions, (b) to maintain a proceeding in equity against those so violating or attempting to violate any such Covenants and Restrictions, for the purposes of preventing or enjoining all or any such violations or attempted violations, PROVIDED, HOWEVER, that the Owner shall not have any right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against the Developer until reasonable notice and opportunity to cure have been provided to the Developer for violating any of these Covenants and Restrictions. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, to enforce any Covenants and Restrictions or any obligation, right, power, privilege, authority, or reservation herein contained, however long contained, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same violation or any future violations. Nothing contained herein shall be deemed to obligate Developer to take any action or institute any proceeding to enforce any provision hereof nor shall Developer be liable to any person or entity for its failure or refusal to enforce any provision of these Covenants and Restrictions. Owners in violation of this Declaration are obliged to pay attorneys' fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon and to the Developer or the Association (as the case may be) in the event an attorney is employed by either to enforce or defend the restrictions or rights herein contained, whether suit be brought or not. All restrictions herein contained are several and independent. The invalidity of

Cheswick Oak Avenue (a 100 foot right of way as now established), as shown on the plat of Spencers Crossing Unit 7, as recorded in Plat Book 27, Pages 27, 28, and 29 of the Public Records of said County, said point being situate in the Westerly line of that certain 100 foot Clay Electric Cooperative, Inc. Easement, as recorded in Official Records Book 118, Page 598 of said Public Records; thence South 00°38'32" West along last said line, 585.00 feet; thence North 9°21'28" West, 270.49 feet; thence North 82°56'56" West, 44.79 feet; thence North 89°21'28" West, 395.10 feet; thence North 00°38'32" East, 110.00 feet; thence North 89°21'28" West, 25.50 feet; thence North 00°38'32" East, 160.00 feet; thence North 89°21'28" West, 360.00 feet; thence North 80°46'59" West, 264.69 feet; thence North 00°38'32" East, 270.53 feet to a point situate in the South line of Lot 23, Spencers Crossing Unit 6, as recorded in Plat Book 27, Pages 23, 24, 25, and 26 of said Public Records, said point also being situate in the Southerly boundary of said last mentioned plat; thence South 89°21'28" East along last said line and along the Southerly boundary of said Spencers Crossing Unit 7, a distance of 1,357.33 feet to the POINT OF BEGINNING.

Containing 14.0698 acres, more or less.

SWEETBRIAR UNIT 2

C A P T I O N

A portion of Section 4, Township 4 South, Range 25 East, Clay County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of the Southerly termination of Cheswick Oak Avenue (a 100 foot right of way as now established), as shown on the plat of Spencers Crossing Unit 7, as recorded in Plat Book 27, Pages 27, 28, and 29 of the Public Records of said County, said point being situate in the Westerly line of that certain 100 foot Clay Electric Cooperative, Inc. Easement, as recorded in Official Records Book 118, Page 598 of said Public Records; thence South 00°38'32" West along last said line, 585.00 feet to the POINT OF BEGINNING; thence continue South 00°38'32" West along last said line, 215.00 feet; thence North 89°21'28" West, 100.00 feet; thence South 00°38'32" West, 608.00 feet; thence North 89°21'28" West, 600.00 feet; thence North 00°38'32" East, 556.41 feet; thence North 89°21'28" West, 125.00 feet; thence South 00°38'22" West, 8.91 feet; thence North 89°21'28" West, 225.00 feet; thence North 81°04'31" West, 80.84 feet; thence South 85°00'45" West, 80.39 feet; thence South 62°45'50" West, 107.47 feet; thence North 52°27'22" West, 161.54 feet; thence North 20°04'58" East, 192.52 feet; thence North 00°38'32" East, 81.81 feet; thence South 89°21'28" East, 60.00 feet; thence South 77°22'21" East, 100.52 feet; thence South 81°42'06" East, 82.41 feet; thence South 87°23'24" East, 43.61 feet; thence South 89°21'28" East, 771.52 feet; thence South 82°56'56" East, 44.79 feet; thence South 89°21'28" East, 270.49 feet to the POINT OF BEGINNING.

Containing 16.5011 acres, more or less.

DRAINAGE AND POND OFFSITE EASEMENT NO. 5

A portion of Sections 3 and 4, Township 4 South, Range 25 East, Clay County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of the Southerly termination of Cheswick Oak Avenue (a 100 foot right of way) as shown on the plat of Spencers Crossing Unit 1 as recorded in Plat Book 26, Pages 18 through 22 (inclusive) of the Public Records of said County; thence South 15°52'29" West, 20.00 feet to the Point of Curvature of a curve concave Easterly and having a radius of 400.00 feet; thence along and around the arc of said curve, 106.34 feet, said arc being subtended by a chord bearing and distance of South 08°15'31" West, 106.03 feet to the Point of Tangency of said curve; thence South 00°38'32" West along the Westerly line of that certain 100.00 foot Clay Electric Cooperative, Inc. right of way easement as recorded in Official Records Volume 118, Page 598 of said Public Records, a distance of 2,641.21 feet to the POINT OF BEGINNING; thence North 00°38'32" East along last said line, 20.00 feet; thence South 89°21'28" East, 80.24 feet; thence North 00°00'00" East, 58.08 feet; thence North 90°00'00" East, 441.84 feet; thence North 00°00'00" East, 174.14 feet; thence North 90°00'00" East, 135.86 feet; thence South 66°09'15" East, 167.92 feet; thence North 46°48'33" East, 267.37 feet; thence North 18°48'42" East, 146.55 feet; thence North 05°30'33" West, 246.11 feet; thence North 90°00'00" East, 174.26 feet; thence South 47°44'44" East, 175.57 feet; thence South 00°00'00" East, 350.07 feet; thence South 23°36'02" West, 35.33 feet; thence South 59°07'02" West, 42.88 feet; thence South 82°11'04" West, 126.72 feet; thence South 57°28'36" West, 47.93 feet; thence South 54°19'35" West, 48.97 feet; thence South 39°47'29" West, 57.96 feet; thence South 09°48'56" West, 82.04 feet; thence South 23°09'45" West, 58.58 feet; thence South 56°59'50" West, 36.80 feet; thence South 16°02'15" West, 58.75 feet; thence South 70°53'41" West, 19.57 feet; thence South 17°53'30" East, 43.99 feet; thence South 65°59'00" West, 20.00 feet; thence North 24°01'00" West, 62.51 feet; thence North 76°46'29" West, 64.41 feet; thence South 78°53'58" West, 108.22 feet; thence South 57°58'18" West, 53.22 feet; thence South 70°41'38" West, 46.08 feet; thence South 68°08'45" West, 67.60 feet; thence South 86°11'29" West, 107.34 feet; thence South 54°44'16" West, 77.03 feet; thence South 88°53'35" West, 337.30 feet; thence North 00°00'00" East, 230.94 feet; thence North 89°21'28" West, 80.46 feet to the POINT OF BEGINNING.

STORMWATER DRAINAGE SYSTEM OF SWEETBRIAR UNIT ONE AND UNIT TWO, according to plat thereof as recorded in Plat Book 29, pages 17 - 19 and Plat Book 29, pages 20 - 23, of the public records of Clay County, Florida.

Drainage Easements, located as follows:

Westerly 10' of Lot 5, Unit One; and the Easterly 10' of Lot 6, Unit One; and the Westerly 10' of Lot 12, Unit One; along with the Easterly 10' of Lot 13, Unit One.

Easterly 10' of Lot 85, Unit Two; and the Westerly 10' of Lot 86, Unit Two; and the Northerly 10' of Lot 101, Unit Two; along with the Southerly 10' of Lot 102, Unit Two.

Public Records of said County, said point being situated in the westerly line of that certain 100 foot Clay Electric Cooperative, Inc. Easement, as recorded in Official Records Book 118, Page 598 of said Public Records; run thence South 00°38'32" West along last said line, a distance of 800.00 feet to the POINT OF BEGINNING of the lands herein described. From the POINT OF BEGINNING thus described continue South 00°38'32" West along the aforesaid Westerly line of said 100 foot Clay Electric Cooperative, Inc. Easement, a distance of 698.00 feet; run thence North 89°21'28" West, a distance of 100.00 feet to a point lying 100 feet Westerly of when measured perpendicular to the aforesaid Westerly line of said 100 foot Clay Electric Cooperative, Inc. Easement; run thence North 00°38'32" East, a distance of 698.00 feet to a point; run thence South 89°21'28" East, a distance of 100.00 feet to the point on the Westerly line of aforesaid 100 foot Clay Electric Cooperative, Inc. Easement and the POINT OF BEGINNING.

OFFSITE LAKE EASEMENT NO. "B"

A portion of Sections 3 and 4, Township 4 South, Range 25 East, Clay County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of the Southerly termination of Cheswick Oak Avenue (a 100 foot right of way as now established), as shown on the plat of Spencers Crossing Unit Seven, as recorded in Plat Book 27, Pages 27, 28, and 29 of the Public Records of said County, said point being situate in the Westerly line of that certain 100 foot Clay Electric Cooperative, Inc. Easement, as recorded in Official Records Book 118, Page 598 of the Public Records of said County, thence South 00°38'32" West along last said line, 1,205.00 feet to the POINT OF BEGINNING; thence South 89°21'28" East, 81.84 feet; thence North 00°00'00" East, 183.09 feet; thence North 90°00'00" East, 441.84 feet; thence North 00°00'00" East, 174.14 feet; thence North 90°00'00" East, 135.86 feet; thence South 68°09'15" East, 167.92 feet; thence North 46°48'33" East, 267.37 feet; thence North 18°48'42" East, 148.55 feet; thence North 05°30'33" West, 246.11 feet; thence North 90°00'00" East, 174.26 feet; thence South 47°44'44" East, 175.57 feet; thence South 00°00'00" East, 350.07 feet; thence South 23°36'02" West, 35.33 feet; thence South 59°07'02" West, 42.88 feet; thence South 82°11'04" West, 126.72 feet; thence South 57°28'36" West, 47.93 feet; thence South 54°19'35" West, 48.97 feet; thence South 39°47'29" West, 57.96 feet; thence South 09°48'56" West, 82.04 feet; thence South 23°09'45" West, 58.58 feet; thence South 56°59'50" West, 36.80 feet; thence South 16°02'15" West, 58.75 feet; thence South 70°53'41" West, 19.57 feet; thence South 17°53'30" East, 43.99 feet; thence South 65°59'00" West, 20.00 feet; thence North 24°01'00" West, 82.51 feet; thence North 76°46'29" West, 64.41 feet; thence South 78°53'58" West, 108.22 feet; thence South 57°58'18" West, 53.22 feet; thence South 70°41'38" West, 46.08 feet; thence South 68°08'45" West, 67.60 feet; thence South 86°11'29" West, 107.34 feet; thence South 54°44'16" West, 77.03 feet; thence South 88°53'35" West, 337.30 feet; thence North 00°00'00" East, 75.93 feet; thence North 89°21'28" West, 82.20 feet to a point situate in the aforementioned Westerly line of said 100 foot Clay Electric Cooperative, Inc. Easement; thence North 00°38'32" East, 50.00 feet to the POINT OF BEGINNING.

OFFSITE EASEMENT NO. "C":

A portion of Section 4, Township 4 South, Range 25 East, Clay County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of the Southerly termination of Cheswick Oak Avenue (a 100 foot right of way as now established), as shown on the plat of Spencers Crossing Unit 7, as recorded in Plat Book 27, Pages 27, 28 and 29 of the Public Records of said County, said point being situate in the Westerly line of that certain 100 foot Clay Electric Cooperative Inc. Easement, as recorded in Official Records Book 118, Page 598 of said Public Records; run thence South 00°38'32" West along last said line, a distance of 800.00 feet to a point; run thence North 89°21'28" West, a distance of 100.00 feet to a point lying 100.00 feet Westerly of, when measured perpendicular, to the aforesaid Westerly line of the 100 foot Clay County Cooperative, Inc. Easement; run thence South 00°38'32" West, a distance of 658.00 feet to the POINT OF BEGINNING; run thence North 89°21'28" West, a distance of 600.00 feet; run thence North 00°38'32" East, 50.00 feet; run thence South 89°21'28" East, 600.00 feet to a point lying 100.00 feet Westerly of, when measured perpendicular to, the aforesaid Westerly line of the 100 foot Clay Electric Cooperative, Inc. Easement; run thence South 00°38'32" West, 50.00 feet to the POINT OF BEGINNING.

Containing 30,000 square feet, or 0.6887 acres, more or less.

40' WIDE DRAINAGE (SWALE) OFFSITE EASEMENT NO. 2

A portion of Section 4, Township 4 South, Range 25 East, Clay County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of the Southerly termination of Cheswick Oak Avenue (a 100 foot right of way) as shown on the plat of Spencers Crossing Unit 1 as recorded in Plat Book 26, Pages 18 through 22 (inclusive) of the Public Records of said County; thence South $15^{\circ}52'29''$ West, 20.00 feet to the Point of Curvature of a curve concave Easterly and having a radius of 400.00 feet; thence along and around the arc of said curve, 106.34 feet, said arc being subtended by a chord bearing and distance of South $08^{\circ}15'31''$ West, 106.03 feet to the Point of Tangency of said curve; thence South $00^{\circ}38'32''$ West along the Westerly line of that certain 100.00 foot Clay Electric Cooperative, Inc. right of way easement as recorded in Official Records Volume 118, Page 598 of said Public Records, a distance of 1541.21 feet for a POINT OF BEGINNING; thence continue South $00^{\circ}38'32''$ West along last said line, 40.00 feet; thence North $89^{\circ}21'28''$ West, 865.50 feet; thence North $00^{\circ}38'32''$ East, 40.00 feet; thence South $89^{\circ}21'28''$ East, 865.49 feet to the POINT OF BEGINNING.

100 FOOT DRAINAGE OFFSITE EASEMENT NO. 4B

A portion of Section 4, Township 4 South, Range 25 East, Clay County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of the Southerly termination of Cheswick Oak Avenue (a 100 foot right of way) as shown on the plat of Spencers Crossing Unit 1 as recorded in Plat Book 26, Pages 18 through 22 (inclusive) of the Public Records of said County; thence South $15^{\circ}52'29''$ West, 20.00 feet to the Point of Curvature of a curve concave Easterly and having a radius of 400.00 feet; thence along and around the arc of said curve, 106.34 feet, said arc being subtended by a chord bearing and distance of South $08^{\circ}15'31''$ West, 106.03 feet to the Point of Tangency of said curve; thence South $00^{\circ}38'32''$ West along the Westerly line of that certain 100.00 foot Clay Electric Cooperative, Inc. right of way easement as recorded in Official Records Volume 118, Page 598 of said Public Records, a distance of 1541.21 feet for a POINT OF BEGINNING; thence continue South $00^{\circ}38'32''$ West along last said line, 1100.00 feet; thence North $89^{\circ}21'28''$ West, 100.00 feet; thence North $00^{\circ}38'32''$ East, 1100.00 feet; thence South $89^{\circ}21'28''$ East, 100.00 feet to the POINT OF BEGINNING.