



**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HUNTINGTON HOMEOWNERS ASSOCIATION OF  
SEMINOLE COUNTY, INC.**

**FIRST AMENDMENT**

**January 2024**

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# I. FORWARD

## Authority

The Declaration of Covenants, Conditions and Restrictions for Huntington was prepared by the original Developer, HUNTINGTON PARTNERSHIP, LTD., a Florida limited partnership (“Declarant”) and recorded on July 31, 1987, in Official Records Book 1873, Page 0841, of the Public Records of Seminole County, Florida, as the same has been amended and supplemented, from time to time, (‘Original Declaration’) the Assignment of Developer Rights, recorded in Official Records Book 2260, Page 1223, of the Public Records of Seminole County, Florida.

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Huntington (‘Amended Declaration’) has been approved by the Membership as hereinafter described and hereby replaces and preempts the Original Declaration.

Huntington is a deed restricted Development. The deed issued to every Owner when a Lot and/or Dwelling is purchased carries certain restrictions on the use of the property conveyed and the conduct and actions of the Owners. The Original Declaration was and now the Amended Declaration of Covenants, Conditions and Restrictions for Huntington is part of every Owner’s deed and are recorded in the property records of Seminole County, Florida. The Amended Declaration is contractually binding on all persons who purchase a Lot or Dwelling in Huntington. Each Owner or occupant is required to comply with the Amended Declaration. The Association, through its Board of Directors, is required and empowered to enforce the Amended Declaration. Violations of the Amended Declaration may be brought to the attention of the Board of Directors by the complaint of any Owner or occupant, or through its own observations, or the reports of its agents. The Association will require the permanent correction of violations by using the appropriate level of enforcement necessary to achieve compliance. This may include action through the courts, those of the State of Florida or Federal.

Each Owner should carefully read the Amended Declaration as it is binding on all Owners. Owners are responsible for the conduct of their Dwelling's occupants and tenants. The Amended Declaration should be kept with the permanent documents pertaining to each Owner's property. Should the Owner rent the property, a copy is to be provided to the tenant/occupant.

Questions regarding this Amended Declaration, or its enforcement, should be sent via a form that can be downloaded from the Huntington website ([www.huntingtonhomeowners.com](http://www.huntingtonhomeowners.com)) or other communication method as designated by the Association.

## **Purpose**

In order to preserve the character and excellence in design of the entire Development, and to protect its property values, Covenants, Conditions and Restrictions are provided hereinafter, together with any Rules and Regulations which have been or will be adopted and administered by the Board of Directors pursuant to the Original or Amended Declaration, and the Association's Articles of Incorporation and Bylaws.

The overall appearance and feel of Huntington is very well maintained with good curb appeal. This sets the Community Standards for the Amended Development that all Owners commit to maintain when purchasing property in Huntington. This Amended Declaration is to help preserve the beautiful neighborhood and the sense of community uniquely special to Huntington.

## **Applicability**

Every Owner, occupant or tenant in Huntington shall comply with this Amended Declaration and Rules and Regulations as have been and may be adopted by the Board of Directors. Except as otherwise provided by Seminole County, the State of Florida or federal law, the following Covenants, Conditions and Restrictions shall be binding and enforceable. Fair and equitable enforcement policies and procedures are provided at the end of this Amended Declaration and included in full as the attached Schedule A.

## **Enforcement**

Enforcement of this Amended Declaration for the Development, including the Covenants, Conditions and Restrictions and the Rules, Regulations and Standards, is administered by the Association through policies and procedures provided in this Amended Declaration. The objective is to ensure each Owner, occupant or tenant has been given a clear description of the nature and extent of any violation and how to work with the Board of Directors or its Agent to come into compliance in a timely manner.

These policies and procedures are incorporated into this Amended Declaration as Schedule A, titled Enforcement of Property, Standards and Procedures Manual. The Board of Directors has the authority to make modifications to Schedule A at any time the Board of Directors concludes such changes will benefit the Huntington Development. Such changes shall be made only at a noticed Board of Directors meeting, shall be recorded in the public records of Seminole County, and thereupon shall be deemed a legal amendment to Schedule A and this Amended Declaration. The Board of Directors may establish a Covenant Compliance Committee to assist in carrying out enforcement procedures.

Whenever Seminole County, state or federal laws are more restrictive than this Amended Declaration, they shall take precedence.

## **II. RULES, REGULATIONS AND STANDARDS**

### **1.0 Animal and Pet Restrictions**

Only Domesticated Household Pets (not livestock) may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use. Refer to Definition 14 for a list of Domesticated Household Pets that are permitted.

Regulations under Seminole County Codes and Ordinances Sections 20.17, 20.18 and 20.19 (as may be amended) also govern many issues dealing with animals and pets. Therefore, homeowners/occupants should familiarize themselves with these Seminole County regulations. Issues such as noisy animals, odors, feces removal, containment, leash

laws and other animal-related restrictions are included in the Seminole County regulations. Huntington restrictions are as follows.

1.1 It is unlawful for any Domesticated Household Pets, including cats and dogs, to run unrestrained on any property within Huntington not belonging to the Owner. All dogs must be under restraint by a leash when off the dog owner's property. Exemptions are registered service animals and police dogs. Domesticated Household Pets must not be allowed to repeatedly bark, cry, howl, screech or cause other noises that disturb the comfort of neighboring residents for more than 15 minutes at a time. An animal owner shall promptly remove and dispose of feces in a sanitary manner on both public and private property including all Common Areas. Any aggressive or vicious animals, including dangerous dogs, are to be reported to Seminole County Animal Services for appropriate resolution.

## **2.0 Architectural and Landscaping Control Review/Requirements/Procedures**

The Board of Directors shall appoint an Architectural and Landscaping Control Committee (ALCC) composed of three or more persons, or the Board of Directors may constitute itself the ALCC. No member of the ALCC is entitled to compensation. However, the Board of Directors or the ALCC may employ or receive consultation from independent professional advisors using Association funds as authorized by the Board of Directors.

All additions, changes, repairs/reconstruction to external Structures and landscaping on any Lot as discussed in the sections below must be pre-approved. The procedures for receipt and review of applications are found in Schedule B. These procedures are incorporated into this Amended Declaration as Schedule B, titled Architectural and Landscaping Control Committee Policy and Procedures Handbook. The Board of Directors has the authority to make modifications to Schedule B at any time the Board of Directors concludes such changes will benefit the Development. Such changes shall be made only at a noticed Board of Directors meeting, shall be recorded in the public records of Seminole County, and thereupon shall be deemed a legal amendment to Schedule B and this Amended Declaration.



### 3.0 Common Areas, Utilities, Easements, Roads and Street Lighting

The Common Areas (e.g., including around power lines, entrance area and ponds) shall not be obstructed, littered or defaced in any manner, nor shall they be used for any purpose other than those approved by the Association.

### 4.0 Driveways, Walkways and Sidewalks

All Dwellings shall be constructed with solid concrete driveways, decorative pavers or other material as approved by the ALCC. Driveways, walkways and sidewalks must be kept free of clutter and debris, and periodically (at least once per year) pressure cleaned to ensure no mildew accumulates. They must also be properly edged when a lawn is mowed. Driveways or walkways may be painted a cement color subject to the approval of the ALCC.

All additions, changes and repairs/reconstruction must be pre-approved and completed in accordance with the plans, specifications and timetable submitted by the Owner and approved by the ALCC.

### 5.0 Fences, Walls and Hedges

Installation or modification of any fence and/or wall on any Lot requires the prior approval of the ALCC as well as the permits and surveys required by the applicable government agencies.

5.1 Requirements. Fences on a Lot shall conform to the following:

- (a) Fences and walls not in excess of six (6) feet in height may be installed around the side and back perimeter of a Lot if they are of a material, color, type and size approved by the ALCC.
- (b) All fences must be installed with the posts on the inside (facing the Owner's Dwelling).
- (c) Chain-link fences are prohibited.
- (d) Landscape buffers may be required on the outside of any fences and walls by the ALCC.

- (e) A fence or wall that is visible from the street or adjoining properties shall be permitted if approved by the ALCC (this includes retaining walls frequently used in landscaping to hold back dirt/grass/planter beds, etc.).
- (f) Fences and walls may be considered “grandfathered” Structures. Existing retaining walls built of wood timbers are “grandfathered” but must be maintained in accordance with the General Property Appearance Standards described in Section 8.4 of this Amended Declaration. They cannot be rebuilt or expanded. Refer to Section V, “grandfathered” Structures, of the Amended Declaration for further information.

5.2 Maintenance. Fences and walls that are painted or stained shall be maintained and kept in good condition. Fences or walls that are discolored, or have paint that is uneven, peeling or fading are not acceptable and must be repaired. Missing or broken slats, leaning and/or sagging fences and gates that are inoperable are also not acceptable and must be repaired in a timely fashion.

5.3 Front Wall. The Association shall have the right to install and maintain walls and fences around the perimeter of the Development and on individual Lots within Association easements contiguous to Chapman Road, with said fences or walls to be maintained by the Association.

## **6.0 Garbage, Garbage Containers, Refuse Collection**

All trash, garbage, yard waste or other refuse and their containers shall be stored within a garage or placed in an enclosure or in a recessed area not visible from the Lot’s front property line (or side property line in the situation of a corner Lot). Other methods of outside concealment may be submitted to the ALCC for consideration and approval. Containers shall be placed for pickup not earlier than the evening preceding pickup, and all containers for such trash, garbage, yard waste or other refuse shall be returned to their storage location no later than the night of such pickup. No weeds, rubbish, debris or materials of any kind shall be placed or permitted to accumulate upon any Lot if they render the Lot or the visible

exterior of the Dwelling unsanitary, unsightly, offensive or detrimental to the Development.

## **7.0 Leasing Restrictions**

Owners may lease their Dwellings for periods of not less than twelve (12) months. No portion of a Dwelling, other than the entire Dwelling, may be leased for any period. No Dwelling may be leased, sub-leased or rented for boarding house, dormitory, transient lodging, time-share, hotel or short-term rental purposes. Owners shall not lease their Dwelling without a written lease, and such lease shall require the Tenant to comply with the Amended Declaration and Rules and Regulations. The Owner is responsible for providing the tenant with a copy of this Amended Declaration and Rules and Regulations. Failure to comply with this Amended Declaration and Rules and Regulations shall constitute a breach of the lease and shall obligate the Owner to terminate the lease and pursue eviction action against the lessee.

7.1 When a Dwelling is rented or leased, the Owner will notify the Association via mail or communication form on the Association's website, of the effective dates of the lease, confirmation that the tenant has been provided a copy of the Amended Declaration and Rules and Regulations and the current mailing address of the Owner or his/her agent.

## **8.0 Lot Maintenance Standards, Landscaping, Grass and General Property Appearance**

All Dwellings and Lots (front, back and side yards visible from the street and/or neighboring properties) shall be maintained to Community Standards provided herein, and Owners shall take the necessary steps to ensure:

- (a) No weeds, tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, underbrush or other unsightly growth shall be permitted to grow or remain.
- (b) No refuse, rubbish, trash or unsightly materials shall be placed or allowed to remain.

- (c) All landscaping, sod, Structures and other improvements on the Lot shall be maintained in a clean, neat and attractive condition.

8.1 Landscaping. Landscape designs in Huntington include a combination of (1) grass, (2) trees, (3) planter beds, (4) ground cover (i.e., mulch), (5) decorative hardscape and (6) “Little Forests” (as defined in 18.1). The charm of Huntington is that when it was developed, minimal trees were removed, and the Dwellings were built into the existing undeveloped land. Community Standards over time have shown that Lots are well-balanced in these six areas. Landscaping layout redesign of more than twenty percent (20%) of the Landscaped Area on each Lot must be approved by the ALCC.

8.2 Grass. All Lots (front, back and side yards visible from the street and/or neighboring properties) shall be completely sodded and well maintained in areas that are not filled with existing landscaping of trees, planter beds, ground cover, decorative hardscape or “Little Forests” as noted above. St. Augustine sod is consistent throughout the neighborhood, although other grasses can be installed with ALCC approval and consistent with Chapter 720, Florida Statutes. A well-maintained lawn that meets Community Standards includes, but is not limited to, keeping weeds to a minimum and mowing/edging on a regular basis with immediate cleanup of any clippings or debris.

8.3 Florida Friendly Landscaping. “Florida Friendly Landscaping” is defined as landscaping in which water use and pollution prevention measures conserve or protect water resources are described in Section 720.3075(4), Florida Statutes, as may be amended from time to time. Installation of this landscaping shall follow Chapter 373, Florida Statutes, as may be amended from time to time. Owners must submit a landscaping plan documenting the “Florida Friendly Landscaping” elements to the ALCC for review and approval prior to installation.

#### 8.4 General Property Appearance

- (a) The exterior of all Dwellings and other improvements on the Lots such as fences, decorative and retaining walls, mailboxes, sheds, pergolas and gazebos shall have a coat of paint, stain or other finish which is free from mildew and discoloration and applied evenly. Cracks, peelings, or damage of any kind to the exterior of the Dwelling, walls and sheds must be repaired immediately. See Section 12 for exterior paint color changes.
- (b) Roofs and gutters of all Dwellings shall be maintained in a clean, neat, and attractive condition, free of mildew and cleaned from time to time to remove leaves, twigs, etc. Missing tiles and shingles shall be replaced, and damaged ones shall be repaired.
- (c) All oil tanks, soft water tanks, propane tanks, air conditioner compressors, wood piles or other ancillary or mechanical equipment, including but not limited to water softeners, well pumps, sprinkler pumps or pool heaters shall be screened so as not to be visible from any street or neighboring Lot.
- (d) Window or wall unit air conditioners that are visible from the street or neighboring Lots are not permitted.

## **9.0 Mailboxes**

The size, location, design, style and type of material for each mailbox and number of the Dwelling shall be as designated by the Association or approved by the ALCC. Replacement mailboxes must be pre-approved by the ALCC unless they are exactly the same as mailboxes being replaced.

## **10.0 Motor Vehicles and Parking**

Motor vehicles shall be defined to include but not be limited to automobiles, SUVs, buses, trucks, motorized trail bikes, motorcycles, motor homes, Commercial Vehicles, vans and all other motorized vehicles.

10.1 Parking – All motor vehicles must be parked on paved streets and paved driveways. Parking overnight on streets is prohibited. Unless Commercial Vehicles are present within Huntington on business, they must be parked in garages or concealed from public view. Also, the following vehicles are allowed to park within Huntington provided they are parked inside garages and/or concealed from public view: (1) motorcycles, (2) trailers, (3) boats, (4) campers, (5) motor homes (6) motorized recreational vehicles (e.g., ATV, golf carts). Trailers, campers, boats, motorized recreational vehicles and comparable vehicles are permitted to be parked on paved areas within Huntington for loading and unloading purposes only for a maximum of 24 hours. Parking for longer periods may be permitted with prior written approval from the Board of Directors. No motor vehicle shall be parked so as to obstruct sidewalks. Motor vehicles parked on a street in the Development shall not at any time impede the entry or exit of any Owner or occupant from his/her Dwelling/Lot.

10.2 A Motor Vehicle that cannot operate on its own power shall not remain in Huntington for more than seventy-two (72) hours, unless that Motor Vehicle is concealed inside the Owner's or occupant's garage.

10.3 No Motor Vehicle shall be repaired in Huntington unless that Motor Vehicle is totally inside the Owner's or occupant's garage. Exceptions include repairs that are quick in nature (like oil change) that can be done in a 24-hour period or less. No repairs to Motor Vehicles shall occur on Owner's property which are for commercial business practices.

10.4 Motor Vehicles parked in compliance with all other conditions may be covered with a protective cover for a period not to exceed thirty (30) days with prior approval from the Board of Directors.

## 11.0 Noises/Nuisances

Noises, lights and/or noxious odor-producing activities that disturb or otherwise interfere with the rights, comforts or conveniences of Huntington Owners or occupants are prohibited. All Motor Vehicles shall be maintained in proper operating condition so as not to be a nuisance

by noise, exhaust, disrepair, noxious emissions or other nuisances. Noise including but not limited to construction work, repair work related to professional services, musical instruments, television, stereos, or any other sound equipment may only occur:

(a) from 7:00 a.m. to 10:00 p.m., Monday through Sunday.

(b) at such other time(s) as approved by the Board of Directors.

In the event a dispute or question as to what may be or become a nuisance arises, such a dispute or question shall be submitted to the Board of Directors, who shall render a decision in writing to resolve the dispute.

As a courtesy to neighbors, it is recommended that they be advised of a scheduled large party or extended construction project, notwithstanding these restrictions.

## **12.0 Painted Surfaces (Exterior)/Color Changes**

Dwellings with faded, discolored, or mildewed surfaces must be repainted. Any color to be used in repainting a Dwelling requires ALCC approval, except if the Dwelling is to be repainted with the existing color which was previously approved by the ALCC or applied by the original Owner.

## **13.0 Residential Use of Property and Business-Related Restrictions**

Lots and Dwellings are intended for residential purposes. Commercial, business, religious or nonprofit activities that would unreasonably disrupt the residential ambiance of the Development or make it obvious that a non-residential activity is being conducted are not permitted. These disruptions include regular or frequent traffic in and out of the Lots by customers, clients, employees, business associates or persons making regular deliveries or pickups.

Notwithstanding the above, home offices and small home-based businesses, such as one-on-one tutoring and private music lessons, are

permitted providing the business is properly licensed, follows statutes and codes as applicable and meets the following conditions:

- (a) The business or activity does not create additional vehicular or pedestrian traffic in the Huntington neighborhood.
- (b) There are no visible or audible indications or signs that the business or activity is being conducted on the Lot/Dwelling.
- (c) The business or activity does not create a disturbance or annoyance in the Huntington Development. In the event a dispute or question as to what may be or become a disturbance or annoyance arises, such a dispute or question shall be submitted to the Board of Directors, who shall render a decision in writing to resolve the dispute.

No billboards or advertising signs of any kind shall be erected or displayed on any Lot or Dwelling, except such signs as are permitted elsewhere in this Amended Declaration or Chapter 720, Florida Statutes, as amended from time to time.

#### **14.0 Sheds and Property Storage**

The personal property of Owners/occupants must be stored in their Dwelling or approved storage shed. Storage sheds and accessory buildings are permitted provided such sheds are first approved by the ALCC. A condition of approval shall be that the shed be constructed using a complimentary architectural style and color scheme to the existing Dwelling. Determination of compliance with this provision shall be the responsibility of the ALCC. The ALCC will use the following standards when considering approval of sheds and accessory buildings:

- (a) be free standing
- (b) be no higher than eight (8) feet tall
- (c) not have any walls longer than twelve (12) feet
- (d) not be larger than 120 square feet



- (e) be located behind a fence or placed in a location not visible from the street

Sheds may be considered “grandfathered” Structures. Refer to Section V of this Amended Declaration for further information.

## 15.0 Signs, Displays and Flags

For the purpose of this Amended Declaration, the definition of a sign is “something that conveys a message.” There are two parts to this: the “something” is considered the delivery method of the message, and then there is the message being communicated. There are three types of signs defined by the length of time they are intended to be displayed. Permanent signs, such as for home security systems; short-term such as pesticide application warnings, happy birthday/graduation and political; and undefined duration such as “For Sale” signs. It is not possible to list every possible sign that may be displayed in the future; therefore, the Board of Directors has ultimate authority to determine whether signs fit in the categories below. No sign of any kind shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any Structure, Dwelling, Lot, or property located within Huntington except for:

Permanent signs:

- (a) The display of American and State of Florida flags is protected by Florida Statute 720.3075(3).
- (b) Signs that are permanent in nature such as those provided by security system companies and “Beware of Dog” signs may be displayed on a Dwelling or on a Lot and shall be limited to one (1) square foot unless otherwise approved by the ALCC. Other examples include but are not limited to no trespassing, no soliciting, neighborhood watch and decorative house number signs.
- (c) Seasonal/Holiday/Sports Team Flags – Two versions are permitted: (1) a smaller flag that is approx. 13”x19” that is interchangeable by season/holiday and is affixed to a small

metal pole usually placed in the ground. (2) a larger version that is approx. 3'x2' and hangs from a pole affixed directly to the Dwelling. As trends evolve over time, the ALCC has final authority if any seasonal/holiday flags fall outside these guidelines.

Short-term signs:

- (a) Garage/yard sale – Signs may be posted by the Owner or occupant on their property or in the front entryway for a total period not to exceed two (2) consecutive days prior to a garage/yard sale. Such signs may not exceed four (4) square feet. These signs will be constructed of weatherproof materials. The Owner/occupant is responsible for removal of the signs within 24 hours of the end of the sale or the two (2) consecutive days, whichever period is shorter.
- (b) Political – Not more than one (1) sign endorsing a candidate or issue in a current election may be displayed on a Lot or in a Dwelling (visible by the street). These will be displayed not more than thirty (30) days in advance of an election. Such signs shall not exceed six (6) square feet. Additionally, the Owner or occupant shall remove the sign within two (2) days following the election. No signs of this type will be displayed in the Common Areas.
- (c) Contractor – Contractors who are performing work on a Lot or home within Huntington may display their corporate sign on the Owner's property while work is performed but not to exceed ninety (90) days unless approval has been received by the ALCC. These signs may be no larger than six (6) square feet. The Owner/occupant is responsible for the removal of the sign at the completion of the contractor's work.
- (d) Celebratory – Signs of a celebratory nature such as happy birthday/graduation/birth announcement are permitted if they are posted for no more than seven (7) consecutive days.

Undefined length signs:

- (a) "For Sale" or "For Rent" signs may be displayed on the Lot to which they pertain. Said signs may not exceed six (6) square feet (e.g., 3'x2') without prior ALCC approval. Following sale or rental of the property, signs shall be removed promptly within 10 days once the sign is no longer needed to advertise the property.

## 16.0 Solar Energy Devices

The installation of solar collectors and other energy conservation devices shall be in accordance with the governing regulations of Seminole County and the State of Florida.

## 17.0 Sports, Play Equipment, Pergolas and Gazebos

17.1 Ramps (Skateboard, Bicycle, other) – No skateboard or bicycle ramp, Structure, or other apparatus of any sort used in conjunction with a skateboard or bicycle, or any other sports, shall be installed or maintained on any portion of any Lot visible from the street.

17.2 Basketball hoops must be approved by the ALCC and, if installed, must be away from sidewalks and maintained in a functional manner (i.e. no missing nets, broken backboards, etc.).

17.3 Playground and play yard equipment shall be placed in the rear of the Lot, behind the Dwelling and are defined to include but not be limited to jungle gyms, slides, swing sets and other play equipment used for children. The Association shall not be liable to any person for any claim, damage, or injury resulting from the installation or use thereof.

17.4 Recreational outbuildings such as pergolas, gazebos and permanent tents are to be in the back yard of a Lot, behind the Dwelling, not visible from the street and shall not be erected and used temporarily or permanently except as approved by the ALCC. Temporary tents may be erected in the front yard for special occasions following approval of the ALCC. Durations approved will depend upon the occasion but will not exceed three days.

## **18.0 Trees and Little Forests**

A tree is defined as any living, self-supporting perennial plant which has a trunk diameter of at least three (3) inches at the base of the plant and can grow to a minimum of fifteen (15) feet.

No tree shall be removed from any Lot without the prior written consent of the ALCC. An application must be submitted by the Owner via forms available on the Association website in accordance with the procedures contained in Schedule B. When removed, the remaining stump(s) must be ground down completely or dug up. Any trees removed in violation of this provision must be immediately replaced with a tree of similar size and aesthetic. Documentation must be submitted to the ALCC showing how the location and specifications for the installation are in accordance with governing regulations. The submittal is to be pre-approved by the ALCC before installation.

18.1 "Little Forests" are areas within Huntington that have been left in their natural state (and not maintained because they remain in a natural state). These areas, often located between properties, have added a unique charm to Huntington since Huntington's development. These Little Forest areas shall be preserved so long as they do not occupy more than 20 percent of the total square footage of a Lot. Any change to these areas requires approval of the ALCC.

## **III. MEMBERSHIP AND VOTING RIGHTS**

Every Owner of a Lot shall be a Member of the Association. Members shall be entitled to one vote for each such Lot so owned. When more than one person holds an interest in any Lot, all such persons shall be Members. However, no more than one vote shall be cast in person or by proxy with respect to any Lot.

The Association has the right to suspend the voting rights of a Member if any Assessment against the Lot remains delinquent for more than ninety days or the Association finds an Owner in violation of the Amended Declaration or the Rules and Regulations. Assessments continue during any delinquent period.

## IV. ASSESSMENTS, LIENS, FINES AND PENALTIES

### Purpose of Assessments

The Association has the authority to levy Assessments against each Lot or Dwelling unit to be used to promote the safety and welfare of the residents as well as for the improvement, repair and maintenance of the Common Areas and easement areas maintained by the Association. Assessments may be used for repair, replacement, additions and any such other needs as may arise. It is the responsibility of every Lot Owner to pay for their Lot's portion of the Association's Assessments or any other Assessments levied against the Lot.

The due dates for Assessments are established by the Board of Directors.

### Types of Assessments

1. Uniform Rate of Annual Assessments, or dues, which begin at the time of closing of the purchase of each Lot and are calculated on an annual calendar basis. Upon purchase of a Lot, the new buyer(s)/Owner(s)' first annual Assessment is adjusted based on the number of months remaining in the calendar year.
2. Uniform Rate of Special Assessments for capital improvements approved by the Board of Directors. Special Assessments for capital improvements, other than emergencies, require approval by no less than two thirds of the voting Members. Notice of any meeting requiring approval of the Members is to be sent to all Members at least ten (10) days in advance.
3. Uniform Rate of Special Assessments for emergencies as approved by the Board of Directors, which do not require voting Member approval.
4. Non-uniform Specific Assessments against a particular Lot or Owner for non-compliance with written demands to correct violations as further described in the Assessments, Fines, Liens and Penalties Section (IV) of this Amended Declaration and in accordance with Schedule A, incorporated into this Amended

Declaration. Specific Assessments that exceed \$1,000.00 may be secured by a Lien upon the Lot and constitute a personal obligation of the Owner. Interest charges and collection and legal fees are also included in the total amount of the Non-uniform Specific Assessment. The Board of Directors may adjust the amount charged for these Specific Assessments based on the nature of the violation and any Association costs incurred.

5. Fines against a particular Lot or Owner. The Association has the right to establish a Fining Committee and adopt a fining policy for ongoing violations in accordance with Chapter 720, Florida Statutes and the Association's governing documents. Specific Assessment of Fines, Liens and penalties and filing of Liens against an Owner or Lot for failure of Owner to comply with Association's Covenants, Conditions and Restrictions or rules and regulations shall be in accordance with all governmental regulations and as further described in Schedule A, incorporated into this Amended Declaration.

## Creation of Lien

In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the Members except to the extent specifically provided herein, shall have the power to levy and collect Assessments in accordance with this Declaration against each Lot. All such Assessments, together with interest, cost and reasonable attorney fees, shall constitute a Lien upon the Lot against which such Assessment is levied and shall run with the Land, and shall take priority from the date of the notice of Lien for delinquent Assessments is filed in the Public Records of Seminole County, which notice shall state the description of the Lot, the Owner's name, the amount due and the date due. The Lien shall be prior to and superior in dignity to the creation of any homestead status but subordinate to any first mortgage as hereinafter set forth. Every Owner of a Lot hereby consents to the imposition of such Lien prior to any homestead status until paid in full.

## Rules for Assessments, Liens and Fines

1. Delinquent Assessments: Assessments for an Owner with delinquent Assessments continue until the ownership is changed through sale or through other action which changes ownership. The Association shall receive the full amount of all Assessments due upon the sale or other transfer of the property.
2. Any Assessment, Lien or Fine not paid within 30 days after the due date will bear interest from the due date at the maximum permissible interest rate under Florida usury laws. The Association may also charge for the cost of assessing the Fine and/or filing the Lien, and include all collection and legal fees.
3. Liens and Fines shall be subordinate to any first mortgage recorded prior to the time of recording a Lien. The transfer or sale of the liened property shall not relieve the transferor or the new Owner from the Lien or Fine in accordance with the provisions of Chapter 720, Florida Statutes.
4. In the event any governmental authority performs the obligations of the Association on Lots or Land that have Assessments, Liens or Fines, the governmental authority has the same enforcement rights as the Association.

The Association has the right to institute and maintain civil proceedings against those violating or attempting to violate the Amended Declaration through the use of Specific Assessments, Liens or Fines as further described in Schedule A, incorporated into this Amended Declaration. The failure of the Association to enforce any part of this Amended Declaration, however long continued, shall not be deemed a waiver of the right to enforce.

After notification of a violation and the passing of reasonable time for compliance, the Association has the right to enter the Lot and/or use third parties to correct the violation(s), as stated in the description of the legal process in Schedule A.

## V. "GRANDFATHERED" STRUCTURES

There may be Structures such as walls, fences and sheds that existed lawfully prior to the recording of this Amended Declaration that are now prohibited or would be considered violations of this Amended Declaration. The Association shall compile a list of such Structures and shall maintain this list in the official records of the Association. Photographs of the "grandfathered" Structures shall be taken by the Association or provided by the Owners. If the "grandfathered" Structure has been removed, the Owner shall notify the Association in writing and the Association shall update the records.

These grandfathered Structures must remain the same and be maintained in accordance with the General Property Appearance Standards described in Section 8.4 of this Amended Declaration. They cannot be rebuilt or expanded.

Only Structures may be grandfathered. The following types of violations which may have been allowed in the past cannot be grandfathered:

- (a) Violations pertaining to lawn, landscaping, conditions of driveways, walkways and sidewalks, painting and cleaning conditions of the exterior of Dwellings or other Structures on a Lot, painting and repair of fences and walls, and similar types of violations.
- (b) Behaviors such as the placement of certain prohibited signs or displays which may have not been enforced in the past. Placement of signs or displays inconsistent with this Amended Declaration on its effective date are prohibited and are violations.

## VI. DECLARATION: TERMINATION, MODIFICATION, AMENDMENT, SEVERABILITY AND CONFLICTS

### Termination, Modification and Amendment

This Amended Declaration shall run with the title to any Lot and/or Dwelling and is in full force and effect for a period of thirty (30) years



from the date of recording in the records of Seminole County, Florida. Thereafter, this Amended Declaration shall be automatically extended for successive periods of ten (10) years each.

This Amended Declaration may be modified or amended in part or in its entirety at any time provided the Owners who represent seventy-five percent (75%) of the votes of the Lots have approved the amendment, unless as otherwise provided herein. The modified or Amended Declaration shall be filed in the records of Seminole County, Florida.

### **Severability**

The invalidation of any provision of this Amended Declaration by judgment or court order shall not affect or modify any of the other provisions of the Amended Declaration and it shall remain in full force and effect.

### **Conflicts**

Should this Amended Declaration conflict with the Articles of Incorporation or Bylaws of the Association, this Amended Declaration shall control. Current or future codes, ordinances or other regulations from local, state and federal governmental entities may preempt this Amended Declaration.

## **VII. COMMON AREA, UTILITIES, EASEMENTS, ROADS AND STREET LIGHTING**

The Association shall pay all taxes and maintain adequate casualty and liability insurance on the Common Areas.

The Association may not dedicate or transfer to other parties all or any part of the Common Area unless at least sixty-six percent (66%) of the Members have voted to approve.

Perpetual easements are reserved both to the Association and Seminole County and to all utilities as shown on the Plat, which may be on an exclusive or nonexclusive basis for providers who furnish utilities or services. These easement rights do not impose any obligation on the

Association to maintain the easement areas or install improvements in the easement areas unless the obligations are through written agreements executed by the Association.

The Association is not responsible for maintaining any easement areas designated on the Plat as "drainage and utility easement" or any other easement areas which are to be maintained by the adjoining Lot Owners. No Owner may plant, garden, erect or maintain fences, hedges, walls or other improvements upon the Common Areas except those improvements installed by the Association and approved by the ALCC.

Maintenance and repair of roads and street lights are provided by other entities or corporations and are not the responsibility of the Association.

## VIII. 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 rights of the Association reserved herein and subject to the following provisions:

- (a) The right of the Association to levy annual and special Assessments and to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Area.
- (b) The right of the Association to suspend the voting rights of a Member for any period during which any Assessment against his/her Lot or Unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Notwithstanding anything contained herein to the contrary, assessments shall continue during any suspension period.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by

two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded.

- (d) The right of the Association, in accordance with its Articles and its Bylaws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of two-thirds (2/3) of Members to mortgage said properties. Said mortgage shall be subordinate to the Members' rights as provided hereinafter. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the members hereunder shall be fully restored; provided that under no circumstances shall the rights of the members of ingress, egress and parking be affected.
- (e) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against an attempted foreclosure.
- (f) The right of the Association to grant access to police, fire, and other public vehicles.

Delegation of Use. Any Member may delegate his/her right of enjoyment to the Common Area and facilities to the Members of his/her family, guests and tenants, subject to such rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any Member to pay assessments.

Limitation Upon Use of Common Areas. No Owner may plant, garden, erect or maintain fences, hedges, walls or other improvements upon the Common Area except those improvements installed in connection with the development of the Land or approved by the Architectural and

Landscaping Control Committee. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area.

## **IX. CONTRACTS, AGREEMENTS AND COVENANTS**

The Association, acting through the Board of Directors, shall be authorized to enter into, renew, extend and modify contracts, agreements and covenants for maintenance, management and operation of Huntington and the Common Areas for the provision of services to the Lots and the Owners and occupants thereof, and for access to and use of facilities located outside Huntington.

## **X. LIABILITY AND INDEMNIFICATION OF OFFICERS, DIRECTORS AND COMMITTEE MEMBERS**

All Association Board of Directors officers and directors and all Association committee members are volunteers. Therefore, the Association's officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, nor for injury or damage caused in the performance of their duties, except for their own individual willful misfeasance or malfeasance. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors or committee members may also be Members of the Association).

## **XI. DEFINITIONS**

1. Articles of Incorporation: the articles incorporating the Association.
2. Amended Declaration: this Amended and Restated Declaration of the Huntington Homeowners Association of Seminole County, Inc., Covenants, Conditions and Restrictions (CCRs) together with any supplements or amendments.

3. Assessment: amounts Owners or Members are required to pay to the Association or for other purposes as described in this Amended Declaration.
4. Association: the Huntington Homeowners Association of Seminole County, Inc. a Florida nonprofit corporation, together with its successors, legal representatives and assigns.
5. Architectural and Landscaping Control Committee (ALCC): a committee formed by the Board of Directors that receives, reviews and approves applications for all additions, changes, repairs/reconstruction to external Structures and landscaping. The Board may constitute itself the ALCC. The ALCC's procedures are incorporated into this Amended Declaration as the Architectural and Landscaping Control Policy and Procedures Handbook.
6. Board of Directors (Board): the Board of Directors of the Association elected by the Members of the Association.
7. Bylaws: the Bylaws of the Association.
8. Common Area: property owned or to be owned by the Association for common use of Association Members.
9. Commercial Vehicle: any vehicle as defined under Section 320.01(6), Florida Statutes as well as any vehicle bearing permanent signage advertising a business on the exterior of the vehicle. Also includes any vehicle used in the transport of tools, materials, equipment or other property by a business or trade.
10. Community Standards: property standards as described in Section 8.0 of the Declaration entitled Lot Maintenance Standards, Landscaping, Grass and General Property Appearance.
11. Covenants: the covenants, conditions and restrictions included within this Amended Declaration administered by the Huntington Homeowners' Association of Seminole County, Inc.
12. Covenant Compliance Committee: a committee that may be appointed by the Board of Directors or may consist of the full Board of Directors. This committee administers the Association's

- covenant enforcement policies, standards and procedures through use of a manual approved by the Board of Directors.
13. Development: the Huntington residential community on real property described in Exhibit A attached, and any additions within the jurisdiction of the Association.
  14. Domesticated Household Pets: Birds, cats, chickens (hens), dogs, fish, gerbils, guinea pigs, hamsters, mice, rabbits, reptiles in tanks and cages, and tortoises. Other pets to be considered domesticated require Board of Directors approval.
  15. Dwelling, unit: a single-family residence located on a Lot.
  16. Fine: a monetary penalty against an Owner or a Lot for failure of an Owner to comply with Association's Amended Declaration, Rules, Regulations and Standards. Assessment of a Fine requires approval of the Fining Committee.
  17. Fining Committee: a committee which may be appointed by the Board of Directors of at least three Members of the Association who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. The Fining Committee shall operate in accordance with Chapter 720.305, Florida Statutes.
  18. Florida Friendly Landscaping: landscaping as described in Chapters 720 and 373, Florida Statutes. Approval by the ALCC is required before installation of landscaping.
  19. Huntington: A parcel of Land lying in Section 28, Township 21 South, Range 31 East, being more particularly described in the official records of Seminole County, Florida, Book 1873, Page 0860 and designated herein as Exhibit A.
  20. Land: real property included in Exhibit A, and any amendments.
  21. Landscaped Area: An area as described in Section 8.1 of this Declaration.
  22. Lien: Security for an Assessment against an Owner or Lot for failure of Owner to comply with Association's Amended Declaration, Rules, Regulations and Standards.
  23. Member: Owner entitled to membership in the Association. Members are entitled to one vote for each Lot owned.

24. Owner: the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Land.
25. Plat: any recorded or unrecorded subdivision map or maps of all or a portion of the Land.
26. Rules, Regulations and Standards: restrictions and standards adopted by the Board of Directors respecting the use of the Land and a consistent level of quality with specified criteria and covenant compliance procedures which may be modified by the Board of Directors.
27. Structure: Dwellings, walls, fences, sheds and any other Structures as defined in the Seminole County Building Code and as referenced in this Amended Declaration.

Refer to the specific sections of this Amended Declaration in which these definitions are further discussed for additional explanation.

## **XII. SUPPLEMENTAL DOCUMENTS**

### **Schedule A: Enforcement of Property, Standards and Procedures Manual**

The Association enforces its Covenants, Conditions and Restrictions, and its Rules and Regulations for property standards through implementation of Covenant Compliance Policies and Procedures with the Board of Directors or a Board of Directors' committee administering the implementation.

These procedures may be modified and/or curtailed for set periods of time by the Board based on the effect of "Acts of Nature" such as hurricanes, tornadoes, hail storms and other events that impact properties governed by this Amended Declaration. In an emergency situation that affects the health and safety of the community, immediate action is to be taken by the Owner to remove the dangerous conditions and secure the area. The Board of Directors is to be notified as soon as possible thereafter.

The following Covenant Compliance Policies and Procedures govern the Association's enforcement of property standards:

- A. Notification and Confirmation of a Violation of the Standards
  - 1. Violations regarding use and appearance standards of the exterior of the Dwelling or Lot may be observed by:
    - (a) Owners
    - (b) Board members
    - (c) Members of Board's Covenant Compliance Committee or another committee
    - (d) Property Managers or other property advisors if the Board of Directors has entered into a property management contract.
  - 2. The Board of Directors or the Covenant Compliance Committee (CCC) or a Property Manager under contract with the Board of Directors will visit the property violation.
  - 3. The party who reported the violation is to receive an acknowledgement via email that the complaint or concern is being processed.
- B. Initial Contact with Owner or Occupant about Violation of the Standards
  - 1. The first step following Board of Directors, or its Agent's, confirmation of a violation is to request, through a telephone call, email or letter, a face-to-face meeting with the Owner/violator within no more than 10 days to discuss the violation. Throughout these procedures, contact between the Board of Directors or a committee or agent of the Board of Directors with an Owner or occupant can be via email, letter or telephone call depending upon the circumstances and the type of communication that is most effective. The Board prefers the convenience of using email to ensure communications are documented but sending letters through the U.S. Postal Service can be done as required. If the face-to-face meeting is selected, the meeting is held at the site of the violation and attended by at least one Board member and the Owner or occupant.



2. If a face-to-face meeting cannot be arranged, a filled-in form containing the violation information and the time period for curing the violation (compliance) is emailed or mailed to the last known address of the person who appears as Owner on the records of the Association. The Board will determine the most effective method of communicating the information needed to cure the violation, which may include certified mail.
3. In a face-to-face meeting, the type and nature of the violation(s) are discussed. The conversation is based on the Huntington Covenant Enforcement Form brought to the meeting by the Board attendee and filled in by the Board attendee during the discussion. A reasonable and fair time period for compliance is to be established by the Board of Directors. The time period is based on the type and nature of the violation(s) recorded on the Notice. If the violation involves removal of a vehicle parked on grass or removal of debris or junk, compliance should be taken immediately. Both the Owner or occupant and the Board of Directors' attendee shall retain a copy of the form with all recordings of fact and observations.
4. The Owner has the right to file a written appeal for consideration at a Board of Directors meeting as to why the infraction(s) is not in violation of the Amended Declaration and/or the time period for compliance is not reasonable. Board of Directors' consideration will be placed on the agenda if the appeal is received at least seven (7) days in advance of the Board of Directors' meeting. The Owner shall receive an email or notice by mail specifying the time and place of the meeting. The minutes of the meeting are to contain a written statement of the decision of the Board of Directors.
5. If compliance is reached following an on-site inspection of the Lot or Dwelling within the initial time period, Owner shall receive an email from the Board stating that compliance has been achieved and the violation is closed.

C. Procedures if Compliance with the Standards Violation Has Not Been Achieved Within the Initial Time Period

1. If compliance has not been reached within the period of time stated on the form, the Board of Directors shall determine the reason for noncompliance. If the Owner's reasons are acceptable to the Board of Directors, and Owner is actively working to achieve compliance, a supplemental time extension may be set. This updated information is added to the Huntington Covenant Enforcement Form.
2. If the reasons are not acceptable, the Board of Directors shall proceed to the step in Section D, below.
3. If compliance is reached following an on-site inspection of the Lot or Dwelling within the supplemental time period, Owner shall receive an email from the Board of Directors stating that compliance has been achieved and the violation is closed.

D. Procedures if Owner Continues to Fail to Achieve Compliance

1. If compliance has not been achieved, the matter shall be sent to the Association's attorney for review and recommendation. At the next Board of Directors meeting following receipt of the Association attorney's recommendation, the Board of Directors determines appropriate action to move through the steps of the legal process to achieve compliance. Actions can include Association mediation with and litigation against the Owner as well as a specific Assessment of Liens, Fines, costs of remediation and penalties as authorized in the Amended Declaration. Actions can also include entering upon Owner's property to achieve compliance, as provided herein. Such entry, abatement or removal shall not be deemed a trespass or make the Association, its agents or contractors, liable in any way to any person, firm, corporation or other entity for any damages on account thereof.
  - (a) If the Association determines by majority vote of the Board of Directors that the appropriate action is to enter upon

Owner's property to achieve compliance, the following procedures shall be followed: The Owner is to receive written notice that the Board of Directors will pursue compliance through the use of Association agents or contractors to accomplish the required work. This letter from the Board of Directors shall be sent to the Owner thirty (30) days in advance of entering upon Owner's property, unless the state of the violation affects the health and safety of Huntington. In this case, immediate action may be taken by the Board of Directors through the use of its agents or contractors to mitigate the violation. Entering the Owner's property will be considered only after exhausting all other reasonable avenues to achieve compliance.

- (b) Any repair or maintenance to the exterior of the Dwelling or other exterior Lot improvements done by the Association shall be done at reasonable hours on any day except Sundays and national holidays.
- (c) All work is at the expense of the Owner, including any legal costs and fees incurred in pursuit of compliance. These costs may include Liens, Fines, costs of remediation or penalties levied as Specific Assessments by the Association. The Association, the Board of Directors, or its agents or contractors, shall not be liable to the Owner for any damages or injury to the Dwelling or Lot or person of the Owner unless caused by reckless action of the Association, the Board of Directors or its agents.
- (d) The amount of the Specific Assessment shall be equal to the cost incurred to achieve abatement plus ten percent (10%) of the cost for administration by the Association.
- (e) All Specific Assessments shall be due not later than thirty (30) days after the date notifying the Owner of the Assessment. The Association shall have the rights and powers of collection as provided in this Declaration. If additional time is needed

for full reimbursement of Association's expenditures, a reasonable payment schedule may be approved by the Board of Directors. In the event of failure to pay the Specific Assessment of more than \$1,000, the Association shall place a Lien against the Property for security of the Debt.

## **Schedule B: Architectural and Landscaping Control Committee Policy and Procedures Handbook**

1. All additions, changes, repairs to and reconstruction of external Structures and Lots in Huntington must be approved by the Architectural and Landscaping Control Committee (ALCC) before any work begins. These include, but are not limited to, tree removal, paint colors, fencing, new roofs and landscape design (other than replacing existing landscape beds). Items that require ALCC approval are contained in this Amended Declaration of Covenants, Conditions and Restrictions for Huntington Homeowners Association of Seminole County, Inc., as may be amended.
2. All requests for approval are submitted on the "Huntington Architectural and Landscaping Change Request Form" or other such form as the Board of Directors may adopt. This form is available on the Association's website ([huntingtonhomeowners.com](http://huntingtonhomeowners.com)) and may also be requested and returned via email or regular mail. The procedures for submitting this form are available on the Association's website under the Residents header.
3. In an emergency situation that affects the health and safety of the Huntington community, such as a fallen or otherwise dangerous tree or a damaged fence that provides unprotected access to a swimming pool, the Owner shall immediately take action to remove the dangerous conditions and secure the area as soon as possible but not later than within 24 hours. The Owner shall also contact the ALCC Committee Chair or Board President as soon as possible but no later than within 24 hours informing of the actions being taken.

4. The ALCC meets monthly or as otherwise determined in advance of Board meetings to review Change Request Forms. If the Board of Directors constitutes the Committee, Change Request Forms are presented by the ALCC Chair and considered during regularly conducted Board meetings. Forms must be received by the ALCC Chair at least seven (7) days prior to the ALCC or Board meeting.
5. The submitted form must contain the information and supportive materials applicable to the proposed project. Supportive materials may include documentation from professionals such as arborists, engineers or contractors.
6. The ALCC or the Board of Directors (if acting as the Committee) will consider the request. The response may be approval, denial or request for additional information if the form lacks sufficient detail for a decision. If the additional information is received at least seven (7) calendar days prior to the date of the next ALCC or Board meeting it will be considered. The ALCC or the Board of Directors may continue to defer any request until the information is sufficient for a decision.
7. If the ALCC denies a request, it may be appealed directly to the Board of Directors. The appeal should be sent to the President of the Board of Directors and received at least seven (7) calendar days prior to the date of the next Board of Directors meeting. This appeal must be in writing and must clearly explain why a variance should be granted or approval should be given for the specific request. The Board of Directors will not hear requests unless the appeal has been previously made in writing and the item is on the Board of Directors agenda. This procedure shall also apply if the Board acts as the ALCC.
8. The ALCC or the Board of Directors has the authority to inspect the project after completion in order to determine that the work substantially complies with the approved application. An Owner is to promptly set a convenient time for the inspection. Items

which are not in compliance will be referred to the Board of Directors for determination of deficiency.

9. The Board of Directors may change the time periods for receipt and processing change requests provided herein at its discretion, with such notification on the Association's website.

## **Exhibit A: Legal Description of Development**

From Seminole County, Florida, Book 1873 Page 0860

A parcel of land lying in Section 28, Township 21 South, Range 31 East, being more particularly described as follows:

Commence at the north quarter corner of said Section 28 for a point of reference; thence run south  $00^{\circ}50'23''$  west, along the west line of the northeast quarter of said Section 28, a distance of 25.00 feet to the south right-of-way line of Chapman Road, having a right-of-way width of 50.00 feet, for the point of beginning; thence run south  $89^{\circ}05'49''$  east, along said south right-of-way line, said line lying 25.00 feet south of and parallel with the north line of the northeast quarter of said Section 28, a distance of 734.96 feet to the west line of the west 25.00 feet of the east 9 chains of the northwest quarter of the northeast quarter of said Section 28; thence run south  $00^{\circ}02'09''$  west, along said west line, 637.86 feet to the north line of the south 662.89 feet of the west 25.00 feet of the east 9 chains of the northwest quarter of the northeast quarter of said Section 28; thence run south  $89^{\circ}48'12''$  east, along said north line, 15.00 feet; thence run south  $00^{\circ}02'09''$  west, 662.89 feet to the south line of the northwest quarter of the northeast quarter of said Section 28; thence run south  $89^{\circ}48'12''$  east, along said south line, a distance of 727.50 feet to the east line of the west 9 rods of the southeast quarter of the northeast quarter of said Section 28; thence run south  $00^{\circ}02'09''$  west, along said east line of the west 9 rods, 1326.32 feet to the south line of the southeast quarter of the northeast quarter of said Section 28; thence run north  $89^{\circ}45'36''$  west, along said south line, 148.50 feet to the northeast corner of the north one-half of the northwest quarter of the southeast quarter of said Section 28; thence run south  $00^{\circ}07'27''$  west, 665.16 feet to the southeast corner of said north one-half of the northwest quarter

of the southeast quarter; thence run north  $89^{\circ}50'03''$  west, 1331.04 feet to the southwest corner of the north one-half of the northwest quarter of the southeast quarter of said Section 28; thence run north  $00^{\circ}05'23''$  east, along the west line of the southeast quarter of said Section 28, a distance of 666.88 feet to the southwest corner of the northeast quarter of Section 28; thence continue north  $00^{\circ}05'23''$  east, along the aforesaid west line of the northeast quarter of Section 28, a distance of 2625.39 feet to the point of beginning.