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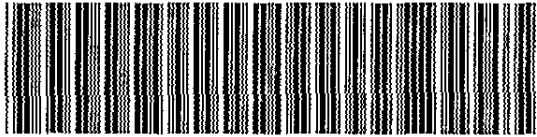
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CORPDIRECT AGENTS, INC. (formerly CCRS)
103 N. MERIDIAN STREET, LOWER LEVEL
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: LYDIA LOTT

DATE: 3-27-03

REF. #: 0973.13941

CORP. NAME: SUMMER LAKE DISTRICT
ASSOCIATION, INC.

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | <input type="checkbox"/> UCC-1 | <input type="checkbox"/> UCC-3 |
| <input type="checkbox"/> OTHER: | _____ | |

STATE FEES PREPAID WITH CHECK# 3722 FOR \$ 78.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

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Examiner's Initials

ARTICLES OF INCORPORATION
OF
SUMMER LAKES DISTRICT ASSOCIATION, INC.

03 MAR 27 AM 8:59
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles");

ARTICLE I

NAME

The name of the corporation shall be SUMMER LAKES DISTRICT ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "District Association."

ARTICLE II

DURATION

The District Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the District Association shall commence upon the filing of these Articles with the Florida Department of State.

ARTICLE III

DEFINITIONS

Unless the context otherwise requires, all capitalized terms herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Summer Lakes Residential District recorded or to be recorded in the Public Records of Brevard County, Florida, as it may be amended or supplemented from time to time ("District Declaration"), which pertains to the property described in Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE IV

PRINCIPAL OFFICE

The principal office and mailing address of the District Association is located at 7380 Murrell Road, Suite 201, Viera, Florida 32940.

ARTICLE V

REGISTERED OFFICE AND AGENT

Jay A. Decator, III, whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, is hereby appointed the initial registered agent of the District Association and the registered office shall be at said address.

ARTICLE VI

PURPOSE AND POWERS OF THE DISTRICT ASSOCIATION

The District Association shall not pay dividends and no part of any income of the District Association shall be distributed to its members, directors or officers. The District Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the District Property and to promote the recreation, health, safety and welfare of the Owners. The District Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the District Declaration. The District Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the District Declaration, any Supplemental Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the District Association for the benefit of the Owners and for the maintenance, administration and improvement of the District Property, Areas of Common Responsibility and Common Areas. The duties and powers of the District Association shall be exercised by the Board of Directors unless provided otherwise in the District Declaration, these Articles of Incorporation or the Bylaws, and shall include, without limitation, the following:

(a) To fix, levy, collect and enforce payment of, by any lawful means, all charges, fines or Assessments pursuant to the terms of the District Declaration, these Articles or the Bylaws; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the District Association, including all licenses, taxes or governmental charges levied or imposed against the property of the District Association;

(b) To acquire (by gift, purchase or otherwise), manage, control, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property subjected to the District Declaration or any other property for which the District Association by rule, regulation, District Declaration or contract has a right or duty to provide such services;

(c) To borrow money, and as provided in the District Declaration or Bylaws, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(d) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility;

(e) To enforce covenants, conditions, or restrictions affecting any property to the extent the District Association may be authorized to do so under the District Declaration or Bylaws;

(f) To engage in activities which will actively foster, promote, and advance the common interests of all owners of the District Property;

(g) To enter into, make, perform, or enforce contracts of every kind and description, and to perform all other acts necessary, appropriate, or advisable in carrying out any purpose of the District Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(h) To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the District Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the District Declaration;

(i) To maintain, repair, replace and operate portions of the District Property and Areas of Common Responsibility consistent with the obligations imposed upon or assumed by the District Association for maintenance, repair, replacement and operation pursuant to the District Declaration, these Articles, the Bylaws, or separate agreement;

(j) To accept jurisdiction over, and the powers and duties imposed with respect to, any additional property which may become part of the District Property or which may otherwise be subjected to the jurisdiction of the District Association as provided in the District Declaration. The District Association shall accept as members all owners of property hereafter subjected to the jurisdiction of the District Association as provided in the District Declaration; and

(k) To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article VI are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article VI.

ARTICLE VII

MEMBERSHIP

7.1 Membership. Each Owner, including the District Declarant, shall be a member of the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit or Unplatted Parcel owned. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a member. The District Association membership of each Owner shall be appurtenant to the Unit or Unplatted Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Unit or Unplatted Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the District Association appurtenant thereto to the new Owner thereof. The membership of an Owner shall not be refused, waived or surrendered, but voting rights and rights of use and enjoyment of the Common Area may be regulated or suspended as provided in these Articles of Incorporation, the District Declaration, the Bylaws and the rules and regulations of the District Association.

7.2 Jurisdiction of District Association. The District Association and each member thereof must accept as members those owners subject to the jurisdiction of the District Association as provided in the District Declaration.

ARTICLE VIII

VOTING RIGHTS

8.1 Voting Rights. The voting rights of members in the District Association shall be as set forth in the District Declaration and Bylaws, as the same may be amended from time to time.

8.2 Multiple Owners. Each vote in the District Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Unit or Unplatted Parcel, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Unit or Unplatted Parcel, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE IX

BOARD OF DIRECTORS

The business and affairs of the District Association shall be managed by a Board

of Directors. The initial Board of Directors shall be comprised of three (3) members, but may be enlarged by a majority of the Board of Directors to as many as five (5) members during the Class B Control Period. Thereafter the number of directors on the Board of Directors may be no less than three (3) members and may be increased upon approval of a majority of the members, provided that there shall always be an odd number of directorships created. Anything in these Articles to the contrary notwithstanding, during the Class B Control Period the Declarant shall be entitled to designate the members of the Board of Directors of the District Association. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles and the Bylaws are:

<u>Name</u>	<u>Address</u>
Jay A. Decator, III	7380 Murrell Road, Suite 201 Viera, Florida 32940
Judith C. John	7380 Murrell Road, Suite 201 Viera, Florida 32940
Paul J. Martell	7380 Murrell Road, Suite 201 Viera, Florida 32940

Within thirty (30) days after termination of the Class B Control Period, the members shall elect all directors of the Board of Directors for staggered terms as provided in the Bylaws. The method of election and term of office, removal and filling of vacancies of the Board of Directors shall be as set forth in the Bylaws.

The Board of Directors may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine.

ARTICLE X

OFFICERS

The affairs of the District Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Jay A. Decator, III	7380 Murrell Road, Suite 201 Viera, FL 32940
Vice President and Secretary	Judith C. John	7380 Murrell Road, Suite 201 Viera, FL 32940
Treasurer	Paul J. Martell	7380 Murrell Road, Suite 201 Viera, FL 32940

ARTICLE XI

INDEMNIFICATION

The District Association shall indemnify every officer, director, committee member and employee of the District Association against any and all costs and expenses, including reasonable attorneys' and paralegals' fees, reasonably incurred by or imposed upon such officer, director, committee member or employee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member or employee of the District Association. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the District Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the District Association (except to the extent they may also be members of the District Association), and the District Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The District Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE XII

BYLAWS

The Bylaws of the District Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XIII

AMENDMENTS

These Articles may be amended by a majority of the Board of Directors adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of at least two-thirds of the total votes of the District Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until filed with the office of the Secretary of State of Florida. A certified copy of each amendment shall be recorded in the Public Records of Brevard County, Florida. Notwithstanding anything to the contrary set forth herein, the District Declarant may unilaterally

amend these Articles at any time to include any provisions which may be required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration, and the Department of Housing and Urban Development.

No amendment may remove, revoke, or modify any right or privilege of District Declarant or the Class "B" member without the written consent of District Declarant or the Class "B" member as appropriate, or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

ARTICLE XIV

INCORPORATOR

The name and address of the Incorporator of the District Association is as follows:

<u>Name</u>	<u>Address</u>
Jay A. Decator, III	7380 Murrell Road, Suite 201 Viera, Florida 32940

ARTICLE XV

NONSTOCK CORPORATION

The District Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the District Association; provided, however, that membership in the District Association may be evidenced by a certificate of membership which shall contain a statement that the District Association is a corporation not for profit.

ARTICLE XVI

DISSOLUTION

In the event the District Association is intentionally dissolved for the purpose of winding up its affairs, then after the claims of creditors of the District Association have been satisfied from the assets of the District Association or otherwise, the remaining assets of the District Association shall be dedicated to a public body or conveyed to a not-for-profit corporation, as defined in Chapter 617, Florida Statutes, as amended, with similar purposes, as the Board of Directors of the District Association shall determine in their sole discretion.

ARTICLE XVII

ADDITIONAL PROPERTY

Additional property may be added from time to time to the District Property in accordance with the District Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the District Association to such additional property as may be contemplated by the District Declaration.

The District Association and each member must accept as members the Owners of all Units or Unplatted Parcels in the District Property where the instrument hereafter annexing additional property to the jurisdiction of the District Association provides that the Owners of Units or Unplatted Parcels in the property annexed to the District Property are intended to be members of the District Association and that the District Association is intended to have jurisdiction over them.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these presents to be executed as of the 26th day of March, 2003.

WITNESSES

Marlaine B. Mattox
Marlaine B. Mattox
(Print Name)

Jay A. Decator, III
Jay A. Decator, III

Laura H. Segura
LAURA H. SEGURA
(Print Name)

Address: 7380 Murrell Rd., Ste. 201
Viera, Florida 32940

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 26th day of March, 2003 by Jay A. Decator, III. Said person is known to me.

Marlaine B. Mattox
Signature of Person Taking Acknowledgement
Print Name: _____
Title: Notary Public
Serial No. (if any) _____
Commission Expires: _____

MARLAINE B. MATTOX
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION #DC134398
EXPIRES 06/17/2008
BONDED THRU 1-888-NOTARY1


CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS

Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

SUMMER LAKES DISTRICT ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 7380 Murrell Road, Suite 201, Viera, Florida 32940, has named Jay A. Decator, III, located at the above registered office, as its Registered Agent to accept service of process within this State.

ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.


Jay A. Decator, III
Registered Agent

Date: 3/26/03

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FILED
03 MAR 27 AM 8:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "A"

DESCRIPTION OF SUMMER LAKES PHASE 1

A parcel of land lying within Sections 28 & 29, Township 25 South, Range 36 East Brevard County, Florida, more particularly described as follows:

From the Northeast Corner of said Section 29; thence S89°20'44"W along the North line of said Section 29, a distance of 66.11 feet, to the POINT OF BEGINNING; thence S00°39'16"E, 324.48 feet; to a point of intersection with a non-tangent curve, concave Southerly, having a radius of 50.00 feet and a radial bearing of S00°39'16"E; thence Westerly along the arc of said curve to the left, a distance of 39.68 feet, through a central angle of 37°53'25"; to a non-tangent line; thence N38°32'41"W, 76.17 feet; thence S89°49'04"W, 134.87 feet, to the point of a curve, concave Southeasterly, having a radius of 50.00 feet; thence Westerly along the arc of said curve to the left, a distance of 71.83 feet, through a central angle of 82°18'48" to the curve's end; thence S07°30'16"W, 169.86 feet, to the point of a curve, concave Easterly, having a radius of 475.00 feet; thence Southerly along the arc of said curve to the left, a distance of 146.38 feet, through a central angle of 17°39'25", to a point of reverse curve, concave Westerly, having a radius of 100.00 feet; thence Southerly along the arc of said curve to the right, a distance of 89.13 feet, through a central angle of 51°03'54" to the curve's end; thence S40°54'45"W, 114.92 feet, to the point of a curve, concave Easterly, having a radius of 375.00 feet; thence Southwesterly along the arc of said curve to the left, a distance of 255.87 feet, through a central angle of 39°05'37"; to a non-tangent line; thence N89°49'04"E, 83.75 feet, to the point of a curve, concave Southerly, having a radius of 1250.00 feet; thence Easterly along the arc of said curve to the right, a distance of 79.77 feet, through a central angle of 03°39'23"; to a non-tangent line; thence S03°28'27"W, 350.00 feet; to a point of intersection with a non-tangent curve, concave Southerly, having a radius of 900.00 feet and a radial bearing of S03°28'27"W; thence Easterly along the arc of said curve to the right, a distance of 108.15 feet, through a central angle of 06°53'06", to a point of reverse curve, concave Northerly, having a radius of 850.00 feet; thence Easterly along the arc of said curve to the left, a distance of 156.39 feet, through a central angle of 10°32'29" to the curve's end; thence N89°49'04"E, 645.36 feet, to the point of a curve, concave Southwesterly, having a radius of 215.00 feet; thence Easterly along the arc of said curve to the right, a distance of 349.66 feet, through a central angle of 93°10'56" to the curve's end; thence S03°00'00"W, 202.76 feet, to the point of a curve, concave Easterly, having a radius of 1500.00 feet; thence Southerly along the arc of said curve to the left, a distance of 118.90 feet, through a central angle of 04°32'30" to the curve's end; thence S01°32'30"E, 637.92 feet, to the point of a curve, concave Westerly, having a radius of 1750.00 feet; thence Southerly along the arc of said curve to the right, a distance of 118.54 feet, through a central angle of 03°52'51" to the curve's end; thence S02°20'21"W, 342.87 feet; thence S76°18'02"W, 190.90 feet; thence S89°43'28"W, 59.42 feet, to the point of a curve, concave Northerly, having a radius of 500.00 feet; thence Westerly along the arc of said curve to the right, a distance of 111.10 feet, through a central angle of 12°43'50", to a point of reverse curve, concave Southerly, having a radius of 1200.00 feet; thence Westerly along the arc of said curve to the left, a distance of 347.50 feet, through a central angle of 16°35'31" to the curve's end; thence S85°51'47"W, 167.87 feet, to the point of a curve, concave Northerly, having a radius of 1200.00 feet; thence Westerly along the arc of said curve to the right, a distance of 180.40 feet, through a central angle of 08°36'48" to the curve's end; thence N85°31'25"W, 280.68 feet; thence S33°52'56"W, 190.56 feet; to a point of intersection with a non-tangent curve, concave Southwesterly, having a radius of 50.00 feet and a radial bearing of S33°52'56"W; thence Southeasterly along the arc of said curve to the right, a distance of 28.17 feet, through a central angle of 32°17'01" to the curve's end; thence S23°50'02"E, 98.33 feet, to the point of a curve, concave Northeasterly, having a radius of 100.00 feet; thence Southeasterly along the arc of said curve to the left, a distance of 31.79 feet, through a central angle of 18°12'42"; to a non-tangent line; thence S47°57'15"W, 22.10 feet; thence S04°28'35"W, 286.40 feet; thence S85°31'25"E, 304.11 feet, to the point of a curve, concave Northerly, having a radius of 1800.00 feet; thence Easterly along the arc of said curve to the left, a distance of 270.80 feet, through a central angle of 08°36'48" to the curve's end; thence N85°51'47"E, 167.87 feet, to the point of a curve, concave Southerly, having a radius of 600.00 feet; thence Easterly along the arc of said curve to the right, a distance of 173.75 feet, through a central angle of 16°35'31", to a point of reverse curve, concave Northerly, having a radius of 1100.00 feet; thence Easterly along the arc of said curve to the left, a distance of 244.41 feet, through a central angle of 12°43'50" to the curve's end; thence N89°43'28"E, 59.42 feet, to the point of a curve, concave Northerly, having a radius of 600.00 feet; thence Easterly along the arc of said curve to the left, a distance of 140.57 feet, through a central angle of 13°25'26" to the curve's end; thence N76°18'02"E, 273.39 feet, to the point of a curve, concave Northwesterly, having a radius of 525.00 feet; thence Easterly along the arc of said curve to the left, a distance of 677.71 feet, through a central angle of 73°57'41" to the curve's end; thence N02°20'21"E, 392.16 feet, to the point of a curve, concave Westerly, having a radius of 2375.00 feet; thence Northerly along the arc of said curve to the left, a distance of 160.87 feet, through a central angle of 03°52'51" to the curve's end; thence N01°32'30"W, 308.96 feet; thence N75°04'12"E, 98.18 feet; to a point on the Westerly Right-of-Way line of Interstate 95 (a 300' Right-of-Way as recorded in Circuit Court Book 53, pages 359-363, Public Records of Brevard County, Florida) and the intersection with a non-tangent curve, concave Westerly, having a radius of 5579.65 feet and a radial bearing of S75°04'12"W; thence Southerly along said Westerly Right-of-Way and arc of said curve to the right, a distance of 40.25 feet, through a central angle of 00°24'48" to the curve's end; thence S14°30'59"E, 1458.72 feet; thence S89°43'28"W, 2708.02 feet; to a point on the Easterly Right-of-Way of Stadium Parkway (a 150' Right-of-Way as recorded in O.R.B. 3417, pages 3719-3729, Public Records of Brevard County, Florida) and the intersection with a non-tangent curve, concave Westerly, having a radius of 2321.17 feet and a radial bearing of S74°14'20"W; thence Northerly along said Easterly Right-of-Way and arc of said curve to the left, a distance of 223.40 feet, through a central angle of 05°30'52" to the curve's end; thence N21°16'32"W, 638.11 feet, to the point of a curve, concave Easterly, having a radius of 2645.00 feet; thence Northerly along the arc of said curve to the right, a distance of 973.75 feet, through a central angle of 21°05'36" to the curve's end; thence N00°10'56"W, 1704.08 feet; thence N89°20'44"E, 94.44 feet; thence N00°27'28"W, 50.00 feet; thence N89°20'44"E, 466.24 feet; thence N00°27'28"W, 187.53 feet; thence N89°20'44"E, 752.45 feet, to the POINT OF BEGINNING; Containing 126.30 acres, more or less.