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DECLARATION OF COVENANTS  
AND RESTRICTIONS OF  
RACHEL LANE AND CONSTITUTION PLACE AUG 21 12 PM '92

THIS DECLARATION OF RESTRICTIVE COVENANTS OF RACHEL LANE AND CONSTITUTION PLACE, a residential land development in Leon County, Florida, is made by Block Land & Finance Company, Ltd., a limited partnership, (the "Declarant") on this 26th day of August, 1992.

STATEMENT OF PURPOSE AND INTENT

Declarant owns certain real property in Leon County, Florida, which is being developed by Declarant as a mixed use PUD known as THE HERMITAGE, Phase One of which consists of fifty (50) single family residential lots in two residential subdivisions known as Rachel Lane consisting of 19 lots and Constitution Place consisting of 31 lots. By this Declaration, the Declarant wishes to establish a comprehensive, uniform and fixed plan of controls regarding all activities, including development and construction, within Rachel Lane and Constitution Place for the benefit and protection of the interests of all owners of property therein as well as for the land. For the efficient preservation and development of Rachel Lane and Constitution Place, the Declarant is creating an architectural committee to which shall be delegated and assigned the powers of maintaining and administering the development of Rachel Lane and Constitution Place and other responsibilities as defined below. Declarant intends that this committee shall work with and for a non-profit corporation, Rachel Lane and Constitution Place Homeowner's Association, Inc., incorporated under the laws of the State of Florida, to which shall be delegated and assigned the powers of maintaining and administering the covenants and

restrictions provided herein, maintaining the Common Properties and establishing a procedure for assessing and collecting assessments from Owners for the purposes set forth in this Declaration.

**ARTICLE ONE  
ESTABLISHMENT**

Consistent with the purpose and intent stated above, Declarant establishes and declares that the property described in Exhibit "A" attached hereto and incorporated herein by reference is and shall be owned, held, managed, conveyed, occupied, sold and subject to in all matters, the covenants, restrictions, easements, charges, liens, assessments and other matters referred to in this Declaration. The provisions of this Declaration are and shall be deemed restrictive covenants and equitable servitudes running with the land, binding upon the Declarant and the legal representatives, successors, grantees, assigns and successors of interest to the Declarant, including any property Owner in Rachel Lane and Constitution Place, binding upon such person or persons in the same manner as if these covenants and restrictions were set forth in each instrument of conveyance to such person or persons.

**ARTICLE TWO  
DEFINITION OF TERMS**

The following words when used in this Declaration or in any amendment, modification or restatement hereof shall, unless the context or syntax shall clearly prohibit, have the following meanings:

"Assessment" shall mean a share of the funds required for the payment of Common Expenses assessed from time to time against a lot owner as provided in Article Ten below.

"Association" shall mean the Rachel Lane and Constitution Place Homeowners' Association, Inc., a Florida non-profit corporation, established under the provisions of Article Nine below.

"Board" shall mean the Board of Directors of the Association.

"Architectural Committee" shall mean the architectural control committee established under Article Six below.

"Building" includes, but shall not be limited to, the main portion of any residential dwelling constructed on a Lot, together with garages, porches, decks, patios, canopies, fences, docks, air conditioning, mechanical and electrical appurtenances thereto.

"Building Envelope" shall mean that area generally of each Lot approved for development by the Architectural Control Committee and within which is the Building, walkways, driveways and other Improvements.

"By-laws" shall mean the by-laws of the Association as established, amended and restated by the Association from time to time.

"Common Properties" shall mean those areas of land and water shown on the recorded subdivision plan of Rachel Lane and Constitution Place and designated thereon as common area and any land subsequently obtained by the Association and intended to be devoted to the common use and enjoyment of the Owners of Lots.

"Common Expenses" shall mean all expenses of any nature or sort whatsoever which may be assessed against Owners of Lots by the Association under Article Ten below.

"Construction" shall mean the building, fabrication, or assembly of any Building or Improvement on a Lot.

"Declarant" shall mean Block Land & Finance Company, Ltd. a limited partnership, its successors or assigns.

"Director" shall mean a member of the Board.

"Family" shall mean the Owner of a Lot, the spouse, children, parents, and grandchildren, or other relative of such Owner.

"The Hermitage" shall mean the whole of those lands described in the City of Tallahassee zoning ordinance approving The Hermitage, P.U.D., adopted February 14, 1990.

"Improvement" shall mean any Building and any other structure or construction of any kind whether above or below ground, including, but not limited to, a Building, water and sewer lines, electrical, gas and other utility facilities or distribution facilities, driveways, parking areas, sidewalks, walkways, wells, fences, landscaping, gates, entrances, signs, or any other alteration of the natural topography and vegetation of a Lot.

"Lot" or "Lots" shall mean a parcel of land designated as a Lot on the recorded subdivision plat of Rachel Lane and Constitution Place.

"Living Area" shall mean the areas within a Building which are heated and air conditioned for the purpose of providing living and

dwelling space, but shall not include unenclosed carports, unheated garages, patios, porches, decks or storage areas.

"Member" shall mean all Owners who are entitled to membership in the Association in accordance with its by-laws.

"Owner" shall mean the record title owner to any Lot in Rachel Lane and Constitution Place, but not including mortgagees, lien holders, lessees, guests, invitees, intruders or squatters. The term Owner shall refer to one owner or shall be collective to referring to more than one record owner of title as the case may be.

"Property" shall mean that certain Property described on Exhibit "A" attached hereto and incorporated herein by reference, together with such additions or supplements thereto, as may subsequently become subject to this Declaration.

"Rachel Lane and Constitution Place" is a term synonymous and interchangeable with the Property as defined below.

"Single Family Residence" shall mean a dwelling for one Family alone and within which not more than one family may be lodged at any one time, provided that reasonable quarters may be built and maintained in connection therewith for the use and occupancy of servants or guests of the Owner and that such quarters are built and maintained as a part of the Building with the written approval of the Architectural Committee.

ARTICLE THREE

GENERAL PROVISIONS

1. **Duration:** The covenants, restrictions and servitudes established in this Declaration shall run with and shall bind the Property and shall inure to the benefit of and be enforceable by the Owners, the Association, and the respective heirs, legal representatives, successors and assigns of the Owners and the Association for fifty (50) years from the date this Declaration is recorded. After the initial term of this Declaration, it shall be automatically extended for successive periods of ten (10) years each, unless at least two-thirds of the Owners of Lots sign an instrument agreeing to change, modify, abrogate or amend this Declaration in whole or in part. No agreement to change or modify this Declaration shall be effective unless in writing, signed by two-thirds of the Owners of Lots and recorded at least three (3) years in advance of the effective date thereof.

2. **Enforcement:** This Declaration and the covenants, restrictions and servitudes contained herein may be enforced by any proceeding at law or in equity against any person or persons who violate, attempt to violate or permit to be violated any provision of this Declaration and shall include the right to restrain such violation, or to recover damages for such violation against any such person. The right of enforcement shall also be against any appropriate part of the Property to enforce any lien created under this Declaration. A failure by the Declarant or any Owner to enforce any covenant, restriction or servitude contained in this

Declaration on one event shall not be deemed a waiver, release or permission for any subsequent violation thereafter.

3. **Titles:** The titles of each Article, paragraph, subparagraph or subdivision of this Declaration are provided for purposes of convenience and shall have no separate legal effect.

4. **Miscellaneous:** This Declaration has been made in and shall be enforced and construed in accordance with the laws of the State of Florida. The provisions of this Declaration are intended to supplement and not replace existing zoning, land use and other governmental restrictions and the police power of the State. This Declaration and its provisions shall inure to the benefit of the Declarant and his respective heirs, legal representatives, successors, assigns, grantees and purchasers and shall not be modified except as stated herein.

**ARTICLE FOUR  
GENERAL RESTRICTIONS ON USE AND ACTIVITIES**

1. **Use of Lots:** The Lots may be used for Single Family Residential purposes only. No Building shall be constructed on a Lot unless such Building has at least 2,500 square feet of Living Area, unless otherwise approved by the Architectural Committee. No Lot may be subdivided or have its boundary lines changed, except by the Declarant, who expressly reserves unto himself the right to replat one or more Lots in order to create a modified building site or sites and to take such other action as may be reasonably necessary to make such replatted Lot conform to the overall development plan of Rachel Lane and Constitution Place.

2. Compliance with the Law: All Buildings and Improvements shall be constructed and maintained in accordance with all building and land use codes of any governmental authorities have jurisdiction over the Property, any Building or Improvement. So long as an Owner complies with the provisions of this Declaration and applicable law, such Owner shall be entitled to quiet enjoyment of such Owner's Lot free from molestation or hindrance by any other Lot Owner, but subject at all times to the terms of this Declaration.

3. Building Envelope; Setback Lines: The Architectural Committee shall prescribe building setback lines and a building envelope for each Lot. No Building or Improvement shall be located closer than 50 feet from a front Lot line, 15 feet from a side lot line, or 40 feet from a back lot line. No Building or Improvement shall be located on any Lot except in accordance with the setback lines and building envelope promulgated for such Lot by the Architectural Committee. No Building or Improvement of any sort or nature shall be constructed on a Lot without the prior written permission and approval of the Architectural Committee.

4. Removal of Trees: No trees outside the approved building envelope shall be removed from any Lot without the prior written approval of the Architectural Committee or approval, where required, by the appropriate governmental authority. During the course of construction of a Building, the Owner shall at all times protect against any direct or indirect damage to any vegetation, tree, land feature or other matter not specifically shown to be

affected by such construction and approved by the Architectural Committee. A violation of this covenant may be enforced by the Association either through legal action to restrain such removal or damage, or by an assessment for a fine against the Owner directly or indirectly responsible for such unauthorized removal or damage, provided that such fine shall bear a reasonable relationship to the actual cost of correcting the damage so caused through replanting, reforestation or revegetation. The Architectural Committee may promulgate from time to time a prescribed fine for unauthorized tree removal and any such list promulgated by the Architectural Committee shall be deemed prima facie reasonable with respect to any matter referred to therein.

5. Environmental Concerns: No Owner shall take any action to change the contouring, grade, configuration, vegetation or matter which would affect the natural state of a Lot without the prior written approval of the Architectural Committee. No Owner shall take or allow any action which would cause erosion of the soil in any Lot or Common Property, nor alter the requirements of the drainage system of the Property or take any other action inconsistent with the overall development plan of Rachel Lane and Constitution Place and the provisions of this Declaration.

6. Additional Covenants: No Owner shall impose restrictive covenants or servitudes in addition to those imposed by this Declaration and any attempt at imposing additional covenants, restrictions or servitudes shall be void and of no force and effect.

7. Specific Use Restrictions and Requirements: The following use restrictions and requirements shall apply to all Lots:

a. Air Conditioning/Mechanical Units: Any air conditioning unit, compressor, pad, heating unit or other electrical, mechanical device or unit shall be located either within the Building on a Lot or in such manner so as to not be visible from the street. The location of all exterior air conditioning or mechanical units shall be subject to the prior approval of the Architectural Committee. No window air conditioning or heating units shall be allowed.

b. Animals, Pets, Livestock: No animals, poultry or livestock shall be kept, housed, raised or maintained on any Lot except for household pets such as dogs, cats, etc. No animals shall be raised, kept or used for any commercial purposes on any Lot. Livestock shall not be raised, housed or grazed on any Lot. All permitted pets must be leashed or under direct control of their Owner when on Common Property or on a Lot other than their Owner's Lot and streets.

c. Boats, Recreational Vehicles, Trailers: No boat, recreational vehicle, or trailer shall be stored, parked or maintained on a Lot except in a manner which is not visible from the street or to any adjoining Property Owner or otherwise is acceptable to the Architectural Committee. No Improvement shall be constructed to house a boat, recreational

vehicle or trailer except with the prior written approval of the Architectural Committee.

d. Burning: Burning shall not be permitted as a method of disposal of trash, garbage, litter, refuse, trees, limbs, leaves or other material. Burning shall not be allowed on any Lot or Common Properties.

e. Commercial Activity: No commercial activity shall be conducted on any Lot or Common Properties at any time.

f. Driveways and Walkways: All driveways and walkways shall be constructed of concrete, hot mix asphalt, exposed aggregate or other substances approved by the Architectural Committee and shall have a minimum width of eight feet. Walkways and sidewalks shall be constructed of concrete, stone or brick and have a minimum width of 30 inches unless an alternate is approved in writing by the Architectural Committee. All driveways and walkways must be constructed in a manner which will not alter or interfere with the drainage system of Rachel Lane and Constitution Place.

g. Exterior Maintenance: Each Owner shall maintain the exterior of all Improvements located on a Lot in a good and attractive condition, shall not allow the same to deteriorate or look unattractive or ugly. In the event of any dispute regarding the provisions of this paragraph, the Architectural Committee shall make a decision and such decision shall be final.

h. Fences: No fence shall be located on, constructed on or maintained on a Lot without the prior written approval of the Architectural Committee. No change in the nature of an approved fence shall be made without the approval of the Architectural Committee. Any fence or gate approved by the Architectural Committee shall be maintained in an attractive and good state of repair at all times.

i. Firearms: Firearms shall not be discharged on any Lot or Common Properties at any time.

j. Fireworks: No fireworks display, fireworks usage, firecrackers, bombs, rockets or other such materials shall be permitted, used or displayed on any Lot or Common Properties.

k. Garages: Each Residence shall have as an appurtenance a functional garage, with automatic or remote control opener, attached to the Building and which shall be fully enclosed. All garage entrances shall face either a side Lot line or the rear lot line. No entrance to a garage shall be permitted to face the front lot line of a Lot.

l. Garbage Disposal: No Lot shall be used, maintained or allowed to become a dumping ground, garbage dump or depository for scrap, litter, leaves, limbs or rubbish. Trash, garbage and other waste shall not be allowed to accumulate on a Lot and shall not be kept except in sanitary containers which shall be screened or camouflaged on all sides and installed in a manner acceptable to the Architectural Committee. Equipment for the storage and disposal of garbage

and refuse shall be kept in a clean and sanitary condition. All garbage collection or disposal receptacles shall be removed from the street promptly after collection.

m. Hunting: No hunting or fishing shall be permitted on any Lot or on any Common Properties or in or around any stormwater facilities.

n. Mailboxes: No mailbox, paper box or other receptacle for use in the delivery of mail, parcels or other such items shall be constructed or placed on a Lot without the prior written approval of the Architectural Committee. On the request of the Architectural Committee, each Owner shall replace any streetside mailbox or paper box when the United States mail service or newspaper delivery service agrees to make delivery to wall receptacles attached to Building.

o. Mobile Homes: No mobile homes, whether on or off wheels or on foundation or manufactured housing shall be constructed, permitted or allowed to remain on any Lot, except during construction by construction personnel.

p. Nuisances: No noxious or offensive activities shall be carried on, conducted on or permitted on, in, upon or around any Lot, or the Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to any of the Owners or which shall in any way interfere with the quiet enjoyment of the Property and its use by the Owners in accordance with the terms of this Declaration.

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q. Off Road Vehicles: No all terrain vehicles, motorcycles, motorbikes, scooters, four wheel drives, three wheelers, dirt bikes or other such vehicle shall be operated within the Property except on the hard paved surface roads and streets located on the Property.

r. Oil and Mineral Development: No Lot shall be used for the purpose of oil or mineral development, mining, extraction of oil, natural gas or other materials. No oil derrick, well, gravel pit, borrow pit, mine or other such operation for the extraction of earth, rock, oil, gas or minerals shall be allowed to operate or be maintained on any Lot.

s. Out-buildings, temporary structures: No Improvement of any temporary character, basement, tent, shack, or storage shed, barn or other out-building of any type shall be located on any Lot without the prior written authorization of the Architectural Committee. Provided, however, this covenant shall not be construed to prohibit non-recurring recreational tents for parties and family activities nor shall this covenant prohibit such structures as may be required by local ordinances during construction of Improvements on any Lot.

t. Outdoor Lights: Except for temporary holiday lighting, no outdoor lights, display lights, high intensity discharge lamps or security lights shall be installed, operated or maintained on any Lot except with the prior written approval of the Architectural Committee.

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u. Overnight Storage: Except as specifically authorized by the Board, no Property of any kind, including but not limited to boats, recreational vehicles, trash or automobiles may be stored or left overnight within any of the Common Properties.

v. Parking: Each Owner shall provide adequate designated space and parking facilities for at least five (5) automobiles off of the street, and not in the Owner's garage, and within the boundaries of the Building Envelope as prescribed by the Architectural Committee. For purposes of this definition, a designated space shall be adequate if it has dimensions of at least 9 feet in width and 20 feet in depth. Parking available in driveway and turnaround areas will satisfy the requirements of this paragraph.

w. Sewage Disposal: Sewage sanitary disposal systems shall be connected to the City of Tallahassee sewer system in accordance with all requirements of applicable governmental regulations, including, without limitation all requirements, standards and regulations of the Leon County Public Health Department, Division of Environmental Health.

x. Signage: No sign or billboard of any kind (for sale, rental, open house, garage sale, etc.) shall be displayed to the public view on any portion of a Lot except that one sign of customary and reasonable dimension, specifically approved by the Architectural Committee may be located on a Lot. The Declarant may utilize such signs as the

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Declarant deems reasonable and appropriate in the sale and marketing and other use of the Property.

Y. Swimming: No swimming shall be permitted in any body of water lying within THE HERMITAGE.

Z. Swimming Pools: No swimming pool shall be constructed on any Lot without the prior written approval of the Architectural Committee. All pools shall be maintained in accordance with the health standards of all governmental authorities having jurisdiction thereof and shall be fenced and operated in a manner consistent with public health, welfare and safety.

aa. Utility Distribution: All connections and installation of utilities and utility distribution, including water, sewage, gas, electricity, telephone, television and steam shall be run underground and constructed, installed and maintained in accordance with and in a manner acceptable to the utility company or authority having jurisdiction in Rachel Lane and Constitution Place. No external radio or television antenna shall be installed within or on any Lot.

bb. Wells: No wells shall be permitted on any Lot, nor shall any individual water supply system of any type be permitted on any Lot.

**ARTICLE FIVE  
GENERAL PROVISIONS REGARDING CONSTRUCTION**

1. Architectural Review: No construction shall be commenced, performed or allowed to be commenced or performed on any

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Lot without the prior written approval of the Architectural Committee. In considering whether to approve a proposed Building or Improvement, the Architectural Committee shall consider the quality and excellence of the proposed Building and Improvement, including the style of design, the type and quality of materials, method of construction and landscaping. Buildings and Improvements shall be consistent with landscaping and features of each Lot and shall reflect an effort to minimize the damage to valuable natural beauty and privacy. The Architectural Committee may reject any proposed Building or Improvement plan which, in the sole judgment of the Architectural Committee, is inconsistent or inharmonious with other Buildings in the Plantation, or the design concept for Rachel Lane and Constitution Place. The Architectural Committee may reject any exterior color of paint, material, or texture which it deems repugnant, noxious or offensive. It is the intent of these restrictions that Buildings and Improvements approved by the Architectural Committee shall be of superlative quality and character, consistent with a high quality residential development in an environmentally sensitive property.

2. Clearing: Site Work Permits: No clearing or site work shall be commenced on any Lot until all construction plans, Building plans, Improvement plans, site development plans, including plans for the removal of vegetation and trees, have been approved by the Architectural Committee and until all necessary permits have been obtained, granted and issued by all governmental authorities having jurisdiction over construction of such

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Improvements on a Lot. The Owner will furnish evidence of such permits to the Architectural Committee, on request. All Building permits, notices of commencement, and other such notices shall be posted on the Lot in accordance with the requirements of law.

3. Construction Procedures, Completion: During the period of construction, the Architectural Committee shall have the right to inspect the progress of construction to determine compliance with this Declaration and the plans and specifications previously approved by the Architectural Committee. Construction shall be commenced promptly after approval of plans by the Architectural Committee and shall be prosecuted diligently until completion. Access to a Lot for construction purposes shall be provided through a "construction entrance" designated by the Architectural Committee; access to the construction site shall not be permitted through the regular entrance to Rachel Lane and Constitution Place. Construction may occur during the hours from 7 A.M. to 7 P.M., Monday through Saturday; no construction activities are allowed on Sundays. Construction shall be accomplished in a manner providing the minimum interference or inconvenience to other Owners and no noxious or offensive activity shall be permitted, nor shall loud music, loud vehicles, speeding, or other such activities be allowed. The Owner shall be responsible to any damage to any streets or roads in Rachel Lane and Constitution Place caused by heavy equipment, earth moving equipment, bulldozers, graders, site work equipment and other such causes. During construction, the Owner shall be responsible for maintaining a clean and attractive

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job site, providing trash receptacles and enforcing regular clean-ups of the Lot. Construction materials and vehicles shall be kept on the site, off of and away from any streets or roads and rights of way. Storage of materials shall be neat and orderly and in an inconspicuous area of the Lot. Temporary utilities shall likewise be installed and maintained in a reasonably attractive manner.

4. Completion of Construction: Construction of all Improvements on a Lot shall be completed within one year from the approval of such Improvements by the Architectural Committee. Any proposal for change in the Improvements shall be submitted for review and approval by the Architectural Committee prior to implementation. In the event that the construction appears to the Architectural Committee to be behind schedule or progressing in a manner that it cannot be completed within the period specified in this paragraph, the Architectural Committee may demand assurances from the Owner that construction can be completed in accordance with the terms of this paragraph. If such assurances are not satisfactory to the Committee or if no assurances are received, the Association may take such action as the Association deems reasonably necessary to insure that the completion of the Improvements will occur as specified herein, including, without limitation, the hiring of separate crews and contractors to complete the Improvements in accordance with the previously approved plans and specifications. The cost of such work by the Association shall constitute a special assessment against the Lot on which such work occurs and shall be secured by a lien on such

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Lot in accordance with the lien and assessment procedures established below. The remedies available to the Association in the event of a delay in the progress of construction as specified above shall also be available to the Association in the event that the Owner abandons such construction at any time subsequent to the approval of the plans and specifications by the Architectural Committee.

5. **Approved Contractors:** No construction shall be performed on any Lot except by a fully licensed contractor approved in writing by the Architectural Committee, which may require financial information, references, and other information as it deems necessary to make a deliberate decision as to the quality and stability of the contractor. The Committee shall maintain a list of approved contractors which shall be available to any Owner upon request. The Committee may revoke its approval of the contractor at any time if the Committee becomes aware of any erroneous or false information submitted by the contractor in the approval process or if such contractor, in the sole judgment of the Committee, becomes unable or unqualified to fulfill the responsibilities of a highly competent general contractor capable of constructing the approved Building and Improvements.

**ARTICLE SIX  
ARCHITECTURAL COMMITTEE**

The Architectural Committee referred to in various Articles of this Declaration is established under this Article Six.

1. **Membership:** The Architectural Committee shall be composed of not less than two (2) members to be appointed by the

Board. The majority of the Architectural Committee may designate a representative to act for it. The initial members of the Architectural Committee are Evelyn R. Block and Byron B. Block. The Architectural Committee members shall serve for a period of one year or until their resignation, disability, or until a successor is appointed by the Board, whichever first occurs. The Architectural Committee shall make decisions by majority vote and may, but shall not be required to, establish by-laws or written procedures.

2. **Responsibilities:** The Architectural Committee shall have the responsibilities for the review, approval, rejection of plans and specifications for all Buildings, Improvements, landscaping, grading, sitework and other construction to be performed in Rachel Lane and Constitution Place. The Architectural Committee shall have the further responsibilities as provided in this Declaration. No Building or Improvement shall be commenced, erected or maintained in Rachel Lane and Constitution Place, nor shall there be any addition, change, modification, alteration or amendment to any existing Building or Improvements without the prior written approval of the Architectural Committee.

3. **Review Procedure:** At least thirty (30) days prior to the proposed commencement of construction of any Building, Improvement, or amendment, modification, or alteration thereof, a proposed design of such construction shall be delivered to the Architectural Committee, in three copies which shall contain the following:

- a. Site plan showing the location of the proposed Building and Improvements on a Lot;
- b. Topographical plans with one foot contours showing all existing trees larger than six inches in diameter, measured thirty inches above the ground;
- c. Proposed landscape and other Improvements, including, without limitation, utility lines, fences and mailbox designs;
- d. Building restriction lines and construction staging and parking area;
- e. Location of foundation, floor and roof plans;
- d. Elevation of all exterior walls indicating exterior materials;
- e. Proposed color scheme and samples of exterior surface materials;
- f. Building rules and criteria promulgated by the Architectural Committee from time to time;
- g. A review fee in the amount of \$250.00 to pay the costs and expense of review including without limitation the cost of professionals.

The Architectural Committee shall have thirty (30) days from its receipt of all of the above items in which to approve or disapprove the proposed Building and Improvements. If the Architectural Committee fails to either approve or disapprove such plans within thirty (30) days after receipt of all of the above items, such plans will be deemed approved and no further approval by the

Architectural Committee will be required for the Building and Improvements submitted, but shall be required for any amendments, changes or modifications to such plans.

4. Standard of Review: The Architectural Committee shall review the plans and specifications submitted in accordance with the standards provided in Article Five above. The decision of the Architectural Committee shall be final and there shall be no appeal. The Architectural Committee shall have no liability to any party for any action taken by it. Any decision of the Architectural Committee shall not be subject to review by the Association, any court, or any third party. By the purchase of a Lot, each Owner agrees with the provisions herein specifying the authority of the Architectural Committee and ratifies each and every one of its decisions.

5. Committee Forms: The Architectural Committee may promulgate such rules, standards, forms, applications, informational materials and other items as it may deem reasonable or appropriate for its purposes from time to time. Such materials shall be subject to change without notice by the Architectural Committee, provided, however, that when plans for a Building or Improvements have been approved, subsequent changes in Architectural Committee procedures or standards shall not affect approvals previously given.

6. Compensation: The review fee referred to above shall be paid to the Architectural Committee and used by the Architectural Committee to defer its costs and expenses in such manner as the

Committee shall deem appropriate, including the cost of professionals. If the review of plans for a Building or Improvements require substantial review in addition to that normally required, the Architectural Committee may require payment of an additional review fee, the failure to pay such fee being grounds for rejection of the plans. If the Architectural Committee performs services specifically applicable to a Lot or an Owner such expenses shall constitute an Assessment against such Lot and Owner, not Common Expenses, and may be assessed against such Owner in accordance with the procedure specified below.

7. Continuing Review and Authority: The Architectural Committee shall have the continuing authority to review the development of Rachel Lane and Constitution Place, make recommendations to the Association regarding areas of concern with respect to the development of Rachel Lane and Constitution Place, and may be called upon by the Association for work or responsibilities not specifically provided herein, the cost and expense of which shall be considered a Common Expense.

**ARTICLE SEVEN  
COMMON PROPERTIES**

1. Member's Right of Enjoyment: Subject to the provisions of this Article, every Owner shall have the right to enjoy and use in common with other Owners the Common Properties and such rights shall be an appurtenance to and pass with the title to each Lot. The Declarant shall reserve title to the Common Properties until such time as the Developer conveys title to the Association which

shall occur, when, in the opinion of the Declarant, the Association is able to maintain and preserve the Common Properties.

2. **Owners' Rights:** The rights of Owners to enjoy the Common Properties shall be subject to the following: (i) the Common Properties may be used only for such purposes as designated in the recorded subdivision plat of Rachel Lane and Constitution Place and for no other purpose such as individual storage or construction of Improvements; (ii) each Owner may use the Common Properties together with all other Owners, and no Owner shall have an paramount right for the use of the Common Properties to the exclusion of any other Owner; (iii) the Association may promulgate rules and regulations from time to time for the use of Common Properties and such rules and regulations shall be binding upon all Owners; and (iv) use of the Common Properties is for the exclusive use of the Owners, their immediate families, household guests, occupants and accompanied guests; Owners shall be liable to the Association for any damage resulting from their use or the use by their families, guests, etc. of the Common Properties.

3. **Suspension:** The Association shall have the right to suspend the use of the Common Properties by any Owner as a result of a violation or violations of this Declaration or rules and regulations with respect to the Common Properties promulgated by the Association from time to time.

ARTICLE EIGHT  
EASEMENTS

1. **Reservation of Easement:** The Declarant has reserved easements for the installation and maintenance of utilities, ingress, egress, and drainage facilities and other matters as are shown on the recorded plat of Rachel Lane and Constitution Place. No Owner may take any action inconsistent with the reservation of easements. No Building structure, Improvement, planting or other matter shall be placed in or permitted to remain on any easement area which may interfere with the purpose of the easement.

2. **Utilities:** The Declarant for itself and the appropriate governmental authorities reserves a perpetual and non-exclusive easement over, on, across and through the Property for the purpose of installation, maintenance and use of telephone and electrical wires, cables conduits, sewers, water mains, gas lines, and other utilities or conveniences as shown on the recorded plat of Rachel Lane and Constitution Place. The Declarant reserves for itself and for the appropriate governmental authority the right to cut drain ways for surface water when such action may be necessary to maintain reasonable standards of health, safety and appearance or to meet governmental regulations, expressly including the right to cut trees, bushes, shrubbery, make gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe drainage and utility installation and to maintain high standards of health, safety and appearance.

3. **Individual Grants:** No Owner may grant or establish any easement or license in favor of any third party across any Lot or

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other part of Rachel Lane and Constitution Place without the prior written consent of the Association which may be withheld for any reason. Any attempt to create an easement in violation of this paragraph shall be null and of no force and effect.

**ARTICLE NINE  
HOMEOWNERS' ASSOCIATION**

1. **Purpose and Intent:** The Association is formed as a non-profit corporation under the laws of the State of Florida for the purpose of implementing and furthering the covenants, restrictions and servitudes established in this Declaration. The Association shall protect, maintain and preserve Rachel Lane and Constitution Place, its nature and environment and maintain and manage the Common Properties within Rachel Lane and Constitution Place and within such additional property as may be subject to these covenants from time to time. Each Owner agrees to the power and authority granted the Association under this Article and ratifies all actions taken by the Association in accordance with the provisions of this Article.

2. **Powers of the Association:** The Association shall have all powers allowed by law to implement the purposes referred to above, including, but not limited to the following:

a. Acquire, own, manage, improve, develop and dispose of real and personal property in connection with the construction, operation and maintenance of the Common Properties, streets, and easements and other Common Properties;

b. To protect and maintain all water and water outfall and drainage configurations, all streets, roadways, and landscaping, and amenities in Rachel Lane and Constitution Place;

c. Maintain and preserve the natural and scenic resources of Rachel Lane and Constitution Place;

d. Erect signs throughout the Common Properties, for traffic regulation and other matters which the Association deems reasonable or necessary to further the aims and purposes of the development of Rachel Lane and Constitution Place;

e. Planting trees and vegetation on all Common Properties and on all easements as provided above, whether for the protection of the Property from erosion or for environmental or aesthetic purposes;

f. Repair and replace vegetation and other damage to portions of any Lot or Common Properties and assess fines on those it determines to be responsible for damage to any Lot or Common Property;

g. Supplementing municipal or county services available to Owners through garbage collection, trash collection, provision of utilities or other matters;

h. Fix and levy assessments against Owners to be secured by liens against Lots;

i. Enforce the covenants, restrictions and servitudes provided herein;

j. Insure and pay taxes on the Common Properties;

k. Grant and establish necessary easements for utilities, cable television, sewer, drainage facilities and other matters throughout the Property;

l. Obtain and continue in effect such policy or policies of insurance as the Association may deem reasonable or necessary for the protection of the interests of the Association and the Owners;

m. Cooperate and work with the Architectural Committee with regard to the matters referred to in this Declaration;

n. To do any and all other things which, in the opinion of the Association, will promote the common benefit and enjoyment of Rachel Lane and Constitution Place by the Owners.

It is intended that none of the objectives, powers and responsibilities set forth above shall be limited or restricted by reference or inference to the terms of this Declaration, but that such objectives and powers are incidental and supplementary to the general power of the Association to provide for the management and enjoyment of Rachel Lane and Constitution Place and its enjoyment by the Owners.

3. Membership: Every person or entity which is the record owner of a fee simple interest, whether divided or undivided, joint tenant, tenant in common or tenant by the entirety in any Lot which is subject to these restrictions shall be a member of the Association. Mortgagees and lien holders shall not, solely by virtue of such mortgage or lien, be a member of the Association and the requirements of membership shall not apply to any mortgagee or

lienor or other person holding by, through or under such instrument.

4. Voting Rights: The Association shall have one class of voting membership consisting of all Owners. All Owners shall be entitled to one vote for each Lot owned; when more than one person owns an interest in a Lot, all such persons shall be members, but shall collectively be entitled to one vote per Lot owned. Voting rights may be suspended by the Association for any Owner who is delinquent in the payment of any assessment imposed by the Association, or who is in violation of any of the covenants, restrictions and servitudes contained in this Declaration or of any rules, regulations or other matters promulgated by the Board or Architectural Committee.

5. Declarant Control: Notwithstanding the provisions of paragraph 4 above, the Declarant shall control and shall exercise the voting rights for all Lots for a period until (i) the sale of eighty percent (80%) of the Lots in Rachel Lane and Constitution Place, or (ii) the expiration of four years from the date of these restrictions, whichever comes first. During such period, the Declarant shall exercise all voting rights, elect all directors and members of the Board and shall have the authority to take unilaterally any action which would otherwise be taken by a vote of the members of the Association and by the Association, it being the intent of this paragraph that the Declarant shall control all actions of the Association for the time period specified herein.

6. Board of Directors: The Board of Directors of the Association shall consist of the members specified in the By-laws and shall be elected in accordance with the By-laws and for a term provided in the By-laws. The initial Board of Directors of the Association shall consist of Evelyn R. Block and Byron B. Block. Members of the Board of Directors shall be compensated in accordance with the By-laws of the Association and shall have the powers and responsibilities provided in the By-laws.

7. Variations: The Association shall have the authority to vary, waive or suspend strict enforcement of the terms of this Declaration at any time and from time to time as the Association deems reasonable and appropriate. Provided, however, that the granting by the Association of a variance amendment or waiver on any occasion shall not constitute any precedent or grounds which would entitle any Owner to a variance, amendment or waiver of these restrictions on any subsequent occasion.

**ARTICLE TEN  
ASSESSMENTS, LIENS AND ENFORCEMENT PROCEDURES**

Ownership of a Lot in Rachel Lane and Constitution Place requires each Owner to contribute to Common Expenses of the Association through Assessments made by the Association to recover from the Owners the legitimate Common Expenses related to Rachel Lane and Constitution Place. The Assessment lien and enforcement provisions contained in this Article are designed to implement the needs and purposes described herein.

1. Creation of the Lien and Personal Obligation: By a purchase of a Lot, each Owner agrees, covenants and acknowledges,

whether or not expressly stated in any deed or other conveyance, to assume and agree to pay to the Association in accordance with the procedures set forth herein (i) the annual Assessment and charge as set forth below established by the Association; and (ii) special assessments as may be imposed by the Association at any time and from time to time for capital Improvements, acquisitions, other Improvements, in accordance with the procedures specified below. The annual and special Assessments, together with any cost of collection, interest thereon and related cost shall be and constitute a lien and charge against the Lots and shall be a continuing charge and lien until such assessment is paid in full. The obligation to pay the assessment referred to herein shall also constitute a personal obligation of each Owner and may not be abrogated or discharged by the Owner through the abandonment or waiver of the use of enjoyment of the Common Properties or the Lot encumbered thereby.

2. Purpose of Assessments: The Association may levy Assessments for the preservation, Improvement and maintenance of the Property, the recreation, welfare, safety, health and enjoyment thereof by the Owners, and for any other purposes related to, consequential or incidental to such purposes and the matters referred to in this Declaration. As examples of the purpose of Assessments, but not by way of limitation, such purposes, maintenance and repair of signs, gateways, entrances, Common Properties, payment of taxes and insurance premiums, mowing and landscaping, sodding, seeding and cultivation of plantings in

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Common Properties and otherwise, completion of uncompleted or abandoned buildings, completion, maintenance and repair of driveways, walkways, sidewalks, mail and delivery boxes, tree trimming, together with the cost of labor, materials, equipment, management and supervision of all such work. Such costs shall be Common Expenses which may be recovered by Assessments.

3. No Setoffs - Discounts: The Assessments imposed under this Article shall be without the right of any Owner to setoff, discount or reduce the amount of the Assessment by any debt, claim or obligation to the Owner, all of such matters being obligations independent of the other.

4. Basis of Annual Assessments: Declarant covenants and agrees that annual Assessments shall not be made until the calendar year beginning January 1, 1993 after which time the Board shall made the assessment at its initial meeting. Thereafter, the Board shall fix the annual Assessment for calendar year 1994 and for all years thereafter. The maximum annual Assessment shall not be increased by more than 10% in any calendar year unless a majority of the members of the Association, in good standing, agree and consent at a meeting duly called for such purpose after notice and other requirements as specified in the By-laws.

5. Special Assessments: At any time and from time to time the Association may levy and require special assessments for the purpose of paying for the cost of any construction, reconstruction, maintenance, repair or replacement of any of the work, improvements or other items in the Property which the Association is empowered

to make. The special assessments may be made for such purposes and also for the purposes of maintenance and repair and completion of improvements which are the responsibility of any Owner and which are not made by such Owner; provided that such maintenance, repair and completion of construction are approved by the Association in accordance with the terms of its By-laws. Any Assessment with respect to maintenance, repair or completion of construction for a particular Owner shall be chargeable to such Owner and assessed to such Owner and shall be payable to the Association by the Owner under the terms and conditions that the Board may determine from time to time.

6. Other Responsibilities of Board: All amounts collected from assessments for related payments from Owners shall be held by the Board and used for the purposes set forth in this Declaration. The Board may establish one or more accounts for the deposit of such funds and shall report to the Association as to the status of such accounts in accordance with the By-laws. The Board shall fix the amount of the Assessment against each Lot at least thirty days in advance of the date when such Assessment shall come due and shall prepare a list of Lots and assessments applicable thereto which shall be maintained by the Board in an office of the Association or a place designated by the Association which shall be available for inspection by any Owner. Each Owner shall receive written notice of the Assessment on the Lot owned by such Owner. The Board may allocate the Assessment among Lots according to any reasonable procedure adopted by the Board, so long as the

allocation of such Assessment is based on factors which include the number of Lots, the Ownership of Lots, the size, area and topography of a Lot, the location of the Lot as it pertains to Common Properties and such other factors as the Board may, in its sole reasonable judgment, deem appropriate. The Association will furnish any Owner, upon request, or any mortgagee of a Lot subject to an Assessment with a certificate or acknowledgment setting forth the Assessment status of such Lot.

7. Enforcement of Assessment: Any Assessment which is not paid when due shall bear interest thereafter at a rate set by the Board, but in no event in excess of the maximum rate allowed by law. If the Assessment is not paid within ten days following the date when due, the Association may bring an action at law against the Owner individually for the payment of such assessment or may bring an action to foreclose the lien provided in paragraph 1 of this Article against the Lot. The amount which may be recovered in any such action shall include all attorney's fees and cost of collection on trial and appellate level and whether or not legal action shall be actually filed. The Association may, but shall not be required to, file a notice of the lien and of its delinquency in the public records of Leon County, Florida. Failure to pay the assessment as and when due shall authorize the Association to suspend the right of the Owner to the use of the Common Properties.

8. Fines: The assessment may also include fines and penalties established by the Board for violation of rules and

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regulations respecting the use of Common Property, removal of trees and vegetation and other fines as referred to in this Declaration.

9. Subordination to Lien of Mortgages: The lien of the Assessments provided in this Declaration shall at all times be subordinate and inferior in terms of priority to the lien of any bona fide first and second mortgage now or hereafter placed upon a Lot. The subordination provided for in this subparagraph is not and shall not be construed to relieve or release such Lot from liability or collateral status for any assessment which may be due and payable, but only to subordinate the priority of the lien to the lien of any bona fide first and second mortgage.

10. Exempt Property: No Assessment shall be made and no lien shall be created upon the following Property: (i) all Common Properties, including roadways, utility easements and rights of way; (ii) all property owned by the Association; (iii) all property owned by the Declarant unless used by the Declarant for a personal residence or dwelling.

**ARTICLE ELEVEN  
LIMITATION OF LIABILITY**

Neither the Declarant, the Association, the Architectural Committee, nor any agent, attorney, representative or employee thereof shall be liable to any Owner or other party by reason of any mistake in judgment, negligence, act or omission arising from, in connection with, or out of any action or omission taken under this Declaration, the enforcement of these covenants, restrictions and servitudes, the assessment of charges against any Lot and the approval or denial of any plans for a Building or Improvements.

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Each Owner, by the purchase of a Lot, waives, releases, remises and forever discharges the Declarant, the Board and the Association and the Architectural Committee from any and all claim, liability, obligation, judgment, demand, charge or other matter of any nature or sort whatsoever, arising under, pursuant to or in connection with the performance of their duties under this Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first written above.

BLOCK LAND & FINANCE COMPANY, a Partnership, by its General Partner BLOCK LAND & FINANCE, INC.

By *Byron Block*  
BYRON BLOCK, Vice President

STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared BYRON BLOCK, Vice President of BLOCK LAND & FINANCE, INC., the General Partner of BLOCK LAND & FINANCE COMPANY, LTD., a limited partnership, to me personally known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of August, 1992.

*Donna Benningfield*  
Notary Public State of Florida  
Donna Benningfield

My Commission Expires:

DONNA BENNINGFIELD  
Notary Public, State of Florida  
My commission Expires Aug. 1, 1993  
NO. AA624259

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PROPERTY OWNERS' COVENANTS

THE HERMITAGE

RECORDED IN THE PUBLIC  
RECORDS OF LEON COUNTY  
MAR 10 11 31 AM '94  
GOOSE POND  
CLERK CIRCUIT COURT  
LEON COUNTY, FLORIDA

THIS INSTRUMENT is executed as of this 18 day of March, 1994, by BLOCK LAND & FINANCE COMPANY, LTD., a Florida limited partnership ("Developer"), and GOOSE POND CORPORATION, a Florida corporation ("Purchaser").

**WHEREAS:**

A. Developer is the owner of certain property in Leon County, Florida, which has been approved as a mixed use Planned Use Development known as The Hermitage. A portion of said land consisting of approximately 131.67 acres is more particularly described on Exhibit A which is attached to and made a part of this agreement (the "Property").

B. Purchaser is acquiring by warranty deed from Developer to be delivered simultaneously with the execution of this instrument a portion of the Property which is more particularly described on Exhibit B which is attached to and made a part hereof ("Parcel One").

C. Developer and Purchaser desire to provide for covenants and restrictions to maintain and enhance the value, appearance and desirability of the Property including Parcel One.

NOW, THEREFORE, in consideration of the premises and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt by each party and sufficiency of which are acknowledged by each party, Developer and Purchaser agree that the Property, including Parcel One, shall be subject to the covenants and restrictions set forth in this instrument, which shall be deemed equitable servitudes running with the title to the land and binding upon Developer and its successors and assigns, and Purchaser and its successors and assigns, and all future owners of parcels within the Property.

1. Maintenance of Hermitage Boulevard Improvements. The owner of each parcel within the Property shall contribute to the cost of the maintenance (and replacement as needed) of certain

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improvements within the right-of-way of Hermitage Boulevard which have been or will be installed by Developer or Developer's assigns consisting of the entrance features (walls) with signage at Thomasville Road and the entrances to other parcels (including their illumination), landscaping within the right-of-way of Hermitage Boulevard over and above what is provided and maintained by the City of Tallahassee, irrigation for such landscaping, hazard insurance as deemed appropriate for the entrance feature, and liability insurance in favor of the property owners and any association that takes over such maintenance (all of such costs being herein called the "Maintenance Costs").

2. Assessment of Costs. The Maintenance Costs shall be assessed and collected from each parcel in accordance with the following formula: the number of square feet (or acres) of land in the parcel will be the numerator of a fraction, and the total number of square feet (or acres) of all of the parcels in the Property shall be the denominator of the fraction. The resulting fraction shall be converted to a percentage and multiplied times the Maintenance Costs being assessed to determine the parcel's share. Parcel One's share of Maintenance Costs is therefore 10.177 percent (13.4 acres divided by 131.67 acres). Each square foot (or acre) shall be assessed at a uniform and equal rate with each other square foot (or acre) within the Property. The Maintenance Costs must be reasonable and necessary for their intended purposes. The Maintenance Costs shall be calculated and assessed by Developer periodically, but not more frequently than quarter annually. The assessment may be based on the prior year's actual expenses except that the first year's assessment may be based on a partial year's actual expenses which have been annualized. Developer shall give each owner of a parcel written notice of the amount and effective date of such assessment along with a budget and the calculations for assessing the parcel. The assessment will be immediately due and will be deemed delinquent if not paid within thirty (30) days after receipt of the notice. Such assessment shall then become a continuing lien and charge against the parcel from which it is due

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until fully paid. Unpaid assessments shall bear interest at the legal rate from the due date until paid. The amounts assessed and collected pursuant to this provision shall be used exclusively for Maintenance Costs and the costs of collection thereof. Developer shall have the right to assign (by recorded document) its rights and responsibilities relating to Maintenance Costs to a property owners' association to be formed for such purposes, the membership of which shall consist of all of the owners of parcels within the Property or alternatively various property owner associations formed for any parcel. The association shall be a nonprofit corporation and shall have members' voting rights based on the square footage (or acreage) of each such owner's parcel, with the vote attributable to each square foot or acre being equal.

3. Collection of Assessments. The Developer (or the association if it has received an assignment of the right to collect the assessments) shall be entitled to record a claim of lien against any parcel as to which any assessment is delinquent. The lien and charge of such assessment shall be subordinate to the lien of any mortgage recorded prior to the date that such a claim of lien is recorded. However, any mortgagee when in possession and any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). The Developer (or association as the case may be) may bring an action to collect any delinquent assessment, to foreclose the lien against the parcel on which the assessment is unpaid, or pursue any one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorneys' fees and costs of filing the claim of lien and the foreclosure or legal action. Developer (or the association as the case may be) shall furnish an estoppel statement as to the status of assessment payments within ten (10) days of written request by an owner.

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4. Architectural Control. No construction shall be commenced on any building or any addition to an existing building until the building's size, site plan, elevations, exterior finishes and landscaping have been approved by the Architectural Coordinator. The initial Architectural Coordinator is Byron B. Block. In the event that Byron B. Block shall be unable or unwilling to continue serving as Architectural Coordinator, a substitute Architectural Coordinator (or an Architectural Control Committee) will be named by Developer or its successor. The Architectural Coordinator shall serve without compensation by the property owners. In considering whether to approve a proposed building, the Architectural Coordinator shall consider the quality of design and building materials, their harmony with neighboring buildings, impact on natural beauty, and landscaping. The Architectural Coordinator shall not be liable for any act or omission taken in good faith pursuant to the performance of duties under this instrument. No approval shall be required for any interior improvement, renovation or alteration within a building. The functions of architectural control for parcels developed as single family homes or patio homes may be handled by an architectural control committee pursuant to comprehensive covenants and restrictions for such parcel.

5. Additional Restrictions as to Certain Parcels. Parcel One and all of the parcels in the Property except those developed as single family homes or patio homes shall be subject to the following additional restrictions:

(a) The structures, paved areas, landscaping, and grounds of the premises shall be maintained in a neat and attractive manner.

(b) No tents, trailers, vans, shacks, tanks (except underground tanks) or temporary or accessory buildings or structures shall be erected or permitted to remain on the premises except those needed during construction, and after the completion of construction of the main structure and issuance of a certificate of occupancy, all such tents, trailers, vans, shacks, tanks (except

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underground tanks), temporary and accessory buildings or structures shall be removed forthwith.

(c) At all times during the course of construction of improvements and landscaping upon the premises, construction debris of all kinds will be removed from the premises and adjoining streets, and when such construction is substantially completed, all debris, equipment and excess, surplus or remainder of construction materials, of whatever nature, shall be promptly cleared and removed from the premises and all adjoining premises.

(d) All utilities within the premises, whether in street rights-of-way or utility easements or on private property, shall be installed and maintained underground.

(e) No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises, and no waste paper, trash, refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All garbage or trash containers must be underground or placed in walled-in areas so that they shall not be visible from the adjoining properties, or from any street.

(f) All parking areas shall be paved with paved surface, painted to mark parking stalls, and properly drained and landscaped. It is intended that maneuvering of trucks and trailers be confined insofar as possible to the premises of each establishment.

(g) No lot shall be used or maintained as a dumping ground for rubbish or junk. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(h) Billboards or other outdoor advertising signs, other than those identifying the name, business and products of the person or firm located on the premises shall not be permitted. Permitted identification signs may be located in setback areas. No flashing, animated or glaring signs shall be permitted. Roof signs will not be permitted. Directional signs will be of a uniform type

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and will not exceed two (2) square feet in area. No billboards or similar advertising signs will be permitted, except signs advertising the property for sale or lease that are customarily used in Tallahassee and that are in accordance with zoning requirements. All exterior signage (except for sale or lease signs as above provided) must be approved by the Architectural Control Coordinator.

(i) Outside storage of any materials, supplies or products shall not be permitted within any setback area, whether located in the open or whether situated within a trailer, van or other type of container, and further, all such outside storage shall be located in such place or properly screened by a masonry wall so as not to be visible from any property line.

6. Amendment. The provisions of this instrument may be modified, amended, added to, derogated, and otherwise changed from time to time by an instrument in writing executed by Developer and its successor, and Purchaser and its successors and assigns as owner of Parcel One.

7. Term. These covenants shall remain in effect for a term of thirty (30) years from the date of recordation, after which they shall terminate and be of no further force or effect unless extended by a recorded agreement consented to by the owners of at least sixty-five percent (65%) of the land area within the Property including the owner of Parcel One.

8. Enforcement. Any owner of a parcel within the Property shall have the right to enforce these covenants by a legal action, either for damages or for to restrain violation or to require compliance with these covenants. Failure by any owner to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9. Cumulative Effect. The provisions of this instrument shall be cumulative to the provisions of the Declaration of Covenants and Restrictions of Rachel Lane and Constitution Place, dated August 26, 1992, recorded in Official Records Book 1583, Page 1220, as amended by First Amendment to Declaration of Covenants and

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Restrictions of Rachel Lane and Constitution Place, dated July 21, 1993, recorded July 27, 1993, in Official Records Book 1657, Page 473. Nothing contained in these covenants shall prevent the Developer or its assigns from imposing more comprehensive covenants and restrictions upon any undeveloped parcel (other than Parcel One) within the Property provided the same shall not be inconsistent with the terms and conditions contained herein.

EXECUTED as of the date first above written.

Signed in the presence of:

BLOCK LAND & FINANCE COMPANY, LTD.  
By: BLOCK LAND & FINANCE, INC.,  
Delaware corporation,  
General Partner

Robert P. McDonald  
Robert P. McDonald  
Albert D. Quentel  
Albert D. Quentel

By Byron B. Block  
Byron B. Block  
Vice President

Signed in the presence of:

GOOSE POND CORPORATION

Robert P. McDonald  
Robert P. McDonald  
Albert D. Quentel  
Albert D. Quentel

By [Signature]  
President

STATE OF FLORIDA

COUNTY OF LEON

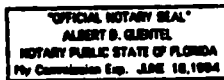
18 The foregoing instrument was acknowledged before me, this day of March, 1994, by BYRON B. BLOCK, Vice President of BLOCK LAND & FINANCE, INC., a Delaware corporation, on behalf of the corporation as General Partner of BLOCK LAND & FINANCE COMPANY, LTD., a Florida limited partnership. He is personally known to me and did not take an oath.

My commission expires:

June 18, 1994

Albert D. Quentel  
Notary Public, State of Florida  
Typed or Printed Name: Albert D. Quentel

Commission No. 022862  
[NOTARY SEAL]



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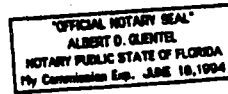
STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me, this 19 day of March, 1994, by DOUGLAS W. BENNETT, President of GOOSE POND CORPORATION, a Florida corporation, on behalf of the corporation. He/She is personally known to me and did not take an oath.

My commission expires:

June 18, 1994

Albert D. Quente  
Notary Public, State  
Typed or Printed Name: Albert D. Quente  
Commission No. CC 022862  
[NOTARY SEAL]



Prep. By:  
Al Conard, Esq.  
Greenberg, Trautman  
1221 Brickell Ave  
Miami, FL 33131

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LEGAL DESCRIPTION OF PROPERTY

Commence at the Northeast corner of Section 17, Township 1 North, Range 1 East, Leon County, Florida, and run thence West along the Section Line 373.87 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 2545.06 feet, thence North 89 degrees 56 minutes East 373.87 feet to the Westerly right of way boundary of Potts Road, thence South along said right of way boundary 100.00 feet, thence South 89 degrees 56 minutes 50 seconds West 3151.90 feet, thence North 66 degrees 09 minutes 00 seconds West 422.80 feet, thence North 23 degrees 51 minutes 00 seconds East 170.00 feet, thence North 66 degrees 09 minutes West 427.00 feet to the Easterly right of way boundary of Thomasville Road, said right of way boundary being 100 feet from the centerline, thence North 23 degrees 45 minutes East 631.39 feet to the point of curve to the left, thence Northerly along said right of way boundary and said curve with a radius of 2997.79 feet, through a central angle of 07 degrees 02 minutes 18 seconds, for an arc distance of 368.25 feet, thence South 74 degrees 30 minutes East 775.00 feet, thence North 14 degrees 30 minutes East 260.30 feet, thence North 77 degrees 50 minutes West 50.00 feet, thence North 10 degrees 38 minutes 46 seconds East 256.90 feet, thence North 06 degrees 41 minutes 30 seconds East 327.10 feet, thence East 566.00 feet, thence North 620.00 feet to the Section line, thence east along the Section Line 800.00 feet, thence South 88 degrees 16 minutes 27 seconds East along the Section Line 890.69 feet to the POINT OF BEGINNING; containing 161.5 acres, more or less.

LESS and except parcels described in the following:

1. Warranty Deed to Thomasville Road Baptist Church, Incorporated, recorded in Official Records Book 1494, Page 1461, Leon County Public Records, consisting of approximately 5.00 acres; and
2. Conveyances of record to the City of Tallahassee, whether in fee or easements for roads and drainage.

**EXHIBIT A**

OR 171960601

LEGAL DESCRIPTION OF PARCEL ONE

A tract of land lying in Section 17, Township 1 North, Range 1 East, Leon County, Florida and being more particularly described as follows:

**PARCEL #1:**

Commence at the Northwest corner of Betton Woods Unit No. 3, a subdivision recorded in Plat Book 8, Page 91 of the Public Records of Leon County, Florida, and run North 89 degrees 49 minutes 51 seconds East 948.96 feet, thence North 00 degrees 09 minutes 37 seconds West 1666.14 feet to a concrete monument at the Southwest corner of Remington Green as recorded and described in Official Records Book 117C, Page 212, of the Public Records of Leon County, Florida, thence run North 00 degrees 08 minutes 06 seconds West along the westerly boundary of said Remington Green 107.95 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 89 degrees 51 minutes 54 seconds West 850.60 feet to the Easterly right of way boundary of Hermitage Boulevard (typically 100 feet wide), said point being on a curve concave to the Easterly, thence Northerly along said curve having a radius of 950.00 feet through a central angle of 02 degrees 24 minutes 09 seconds for an arc distance of 39.83 feet (the chord of said arc bears North 06 degrees 39 minutes 10 seconds West 39.83 feet) to the point of a compound curve, thence along said curve having a radius of 696.24 feet through a central angle of 28 degrees 19 minutes 57 seconds for an arc distance of 344.29 feet (the chord of said arc bears North 08 degrees 42 minutes 54 seconds East 340.79 feet) to the point of a compound curve, thence along said curve having a radius of 30.00 feet through a central angle of 95 degrees 10 minutes 45 seconds for an arc distance of 49.84 feet (the chord of said arc bears North 70 degrees 27 minutes 54 seconds East 44.30 feet), thence North 28 degrees 02 minutes 55 seconds East 60.00 feet to the point of a curve concave to the Northeasterly, thence Northerly along said curve having a radius of 30.00 feet through a central angle of 95 degrees 10 minutes 45 seconds for an arc distance of 49.84 feet (the chord of said arc bears North 14 degrees 22 minutes 04 seconds West 44.30 feet) to the point of a compound curve, thence along said curve having a radius of 696.24 feet through a central angle of 21 degrees 24 minutes 55 seconds for an arc distance of 260.23 feet (the chord of said arc bears North 43 degrees 55 minutes 46 seconds East 258.72 feet) to the point of a compound curve, thence along said curve having a radius of 696.24 feet through a central angle of 12 degrees 50 minutes 09 seconds for an arc distance of 155.98 feet (the chord of said arc bears North 61 degrees 03 minutes 18 seconds East 155.65 feet) to the point of a compound curve, thence along said curve having a radius of 937.37 feet through a central angle of 17 degrees 48 minutes 47 seconds for an arc distance of 291.42 feet (the chord of said arc bears North 76 degrees 22 minutes 46 seconds East 290.24 feet), thence South 89 degrees 59 minutes 31 seconds East 144.90 feet, thence leaving said right of way boundary run South 00 degrees 08 minutes 06 seconds East 815.08 feet to the POINT OF BEGINNING,

EXHIBIT B

Page 1 of 1 Page

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Prepared By:  
Byron Block, Attorney at Law  
1415 E. Piedmont Dr., Suite 3  
Tallahassee, FL 32312  
Telephone (904) 385-3900

RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.

JUL 27 10 14 AM '93

DAVE LANG  
CLERK CIRCUIT COURT  
LEON COUNTY, FLORIDA

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
OF RACHEL LANE AND CONSTITUTION PLACE  
(THE HERMITAGE, PHASE I)  
(Recorded in Official Records Volume 1583, Pages 1220-1256)

THIS FIRST AMENDMENT to the Declaration of Covenants and Restrictions of Rachel Lane and Constitution Place, a residential land development in Tallahassee, Leon County, Florida is made this 21st day of July, 1993, by Block Land & Finance Company, Ltd., a limited partnership, (the "Declarant"), joined by Peoples First Financial Savings and Loan Association, a savings and loan association ("Mortgage-Holder").

W I T N E S S E T H

WHEREAS, Declarant is the owner of that certain parcel of real property located in the City of Tallahassee, Leon County, Florida, and more particularly described on Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, the Property is being developed as Phase I of a Mixed Use P.U.D. known as The Hermitage consisting of 50 single family residential lots in two residential subdivisions known as Rachel Lane, consisting of 19 lots, and Constitution Place, consisting of 31 lots; and

WHEREAS, on or about August 28, 1992 beginning at Page 1220 of the Public Records of Leon County, Florida a "DECLARATION OF COVENANTS AND RESTRICTIONS OF RACHEL LANE AND CONSTITUTION PLACE" was recorded by Declarant intending the same to establish a comprehensive, common, uniform and fixed plan of controls regarding activities, including development and construction, within Rachel Lane and Constitution Place, which property and development lies within the boundaries of the Property, but Exhibit "A" containing the legal description thereof was omitted in such recording; and

WHEREAS, Mortgage-Holder is the owner and holder of a mortgage from Declarant dated August 26, 1992, recorded August 28, 1992 in Official Records Volume 1583 beginning at Page 1256, encumbering the Property, and

WHEREAS, Declarant wishes to clarify the lands to which such covenants and restrictions shall apply and for that purpose has executed this First Amendment.

NOW, THEREFORE, Declarant, joined by the Mortgage-Holder, hereby establishes and declares that the property described on

