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# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HARTSFIELD PLANTATION UNIT II

THIS DECLARATION, is made and executed this Reday of 1995, by the JOSIE C. WHITE TRUST, hereinafter referred to as "Declarant".

#### WITNESSETH

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

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" attached hereto shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### ARTICLE I

### DEPINITIONS

PHANTATION UNIT II, its successors and assigns. Such Association may act through the Association of Hartsfield Plantation Unit I, and may merge therewith until Declarant or a majority of Owners have elected to establish the Association herein.

section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

section 3. "Properties" shall mean and refer to that certain real property described in Exhibit "A" attached hereto, and such

1

additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners as referenced by Exhibit "B". Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed. Common Area shall mean and refer to that area shown in Exhibit "B".

Bection 5. "Lot" shall mean and refer to each of the numbered lots described in Exhibit "B" attached hereto and by reference made a part hereof.

Section 6. "Declarant" shall mean and refer to the JOSIE C. WHITE TRUST, and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

### ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and rights to use of the recreational facilities by an Owner for any period during which any assessment against hit Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members or to mortgage all or any part of the Common Area (no such dedication, transfer or mortgage shall be

effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Declaration of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

#### ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

section 2. The Association shall have two classes of voting
membership:

Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised by they determine, but in no event shall more than one vote be cast with respect to any Lot.

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

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

(b) upon the expiration of five (5) years from the date of the recording of this Declaration.

### ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the

Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment feel due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

8ection 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the Properties.

section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be in an amount equal to the same amount as set by the Association pursuant to the Declaration of Covenants, Conditions and Restrictions of Hartsfield Plantation Unit I.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more then five percent (5%) above the assessments for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are

voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Bection 6. Uniform Rate of Assessment and Collection. Both annual and special assessments shall be a fixed at a uniform rate for all Lots and may be collected on a monthly or quarterly basis.

Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of ownership and shall be prorated on the basis of a calendar year to the person who was the Owner of such property at the time when the assessment fell due. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed

by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Bection 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum or at such other legal rate as may be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment or sale of his Lot, unless expressly assumed by his successors in title.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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

### ARTICLE V

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be placed or altered on any Lot and no clearing or grading of any Lot shall take place until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, as to harmony of external design with existing structures, and as to the location with respect to topography and finish grade elevations. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot clearing and grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land or contiguous lands. All plans shall have a minimum of 6 feet by 12 feet pitch in all roofs. All exterior color selections shall be approved by the Architectural Control Committee prior to its application. The exterior of all buildings shall be a minimum of 35% masonry, excluding exposed concrete block, unless prior approval is given in writing by the Architectural Control committee. No single individual building shall have the same front elevation, unless approved by the Architectural Control Committee and a "Country" styling is encouraged. Four by eight (4 X 8) pine siding will not be permitted on the remaining exterior.

### ARTICLE VI

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership. The Architectural Control Committee shall be composed of Linda Collins and John R. Jordan (Trustees of the Josie C. White Trust), whose mailing address for the purpose of said Architectural Control Committee approvals shall be 1945 San Damian, Tallahassee, Florida 32303 and one builder. All references to the Committee hereinafter contained shall mean and include the Committee's designated representative as well as any and all successor committee members.

The Committee's approval or Section 2. Procedure. disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten (10) working days prior to the commencement of any site . construction, such plans and specifications shall be submitted to the Committee, or its representative, and shall consist of no less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing lot clearing area, location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Architectural Control Committee, or its representative, for approval, a description of materials and such samples of building materials proposed to be used as the Architectural Control Committee, or its representative, shall specify and require.

### ARTICLE VII

### LAND USE AND BUILDING TYPE

Not Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family swelling not exceed two and one-half (2 1/2) stories in heights with a maximum heights of thirty-five (25) feet and a private garage for no more than three (3) cars. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such

completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. A Lot may not be subdivided into a smaller lot than shown on the recorded plat of Hartsfield Planation Unit II subdivision. Two or more lots may be added together and considered as one Lot for building purposes only.

### ARTICLE VIII

### DWELLING SIZE

No dwelling shall be permitted on any Lot unless the heated ground floor area of the main structure, exclusive of open porches, patios, carports and garages, contains at least 1850 square feet for a one-story dwelling and at least 1000 square feet for a dwelling of more than one-story, exclusive of open porches, patios, carports and garages.

In the event a structure contains more than one-story, at least 850 square feet of the second floor area must be completely finished as living area. The total square footage must be equal to or greater than that of the one-story dwelling.

### ARTICLE IN

### BUILDING, DRIVEWAY AND FENCE LOCATION

No building shall be located on any Lot: nearer than 35 feet to the front Lot line; nearer than 35 feet to the rear Lot line; nearer than 10 feet to a side-interior Lot line and must be at least 20 feet from an existing building and no nearer than 20 feet to any side street line. For the purposes of this Article IX, eaves and steps shall be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. No driveway shall be located nearer than 2 feet to an interior Lot line except a back-up turn-around pad may be located as near as 1 foot to a Lot line. No fence shall be located nearer the front Lot line than the rear of the primary building nor 2 inches from the rear Lot line, and shall not exceed six (6) feet in heights. The Architectural

Control Committee, in its sole discretion, may grant variance to the restrictions provided for in this Article.

With regard to Lot 37 as more particularly shown on Exhibit "B" attached hereto, the set back requirement on the southerly portion of said lot is hereby waived.

### ARTICLE X

### ACCESSORY STRUCTURES

storage buildings that may include a tool room or workmanship and be constructed with the Architectural Control Committee's approval. Any accessory building not constructed at the same time as the main structure must have prior Architectural Control committee approval before construction commences.

#### ARTICLE XI

### BUSINESS USE PROHIBITED

No building or occupation of any type shall be conducted on or from any Lot.

### ARTICLE XII

### DRIVEWAY AND WALKHAY CONSTRUCTION

All drivaways shall be constructed of concrete, river rock or brick unless specifically waived by the Architectural Control Committee. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Architectural Control Committee. Asphalt driveways are prohibited. All driveways shall be sloped and rounded so that all water shall drain into the yards of the property owner and not into adjoining property owners' yards.

### ARTICLE MILI

### GARAGES AND CARPORTS

Each building shall have a functional two (2) car garage attached thereto and electrically wired for automatic garage door openers. No carports are allows.

### ARTICLE XIV

### GARAGE AND REPUSE

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage, or other waste shall not be allowed to accumulate on any Lot or other part of the Properties and shall not be kept except in sanitary containers installed in such a manner to be acceptable to the Architectural Control Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street.

#### ARTICLE XV

### LIVESTOCK AND POULTRY, PETS

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats ore other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and, further, provided they are not allowed to wander or roam freely about the neighborhood. The Architectural Control Committee may, in its discretion, establish a reasonable limitation for the number of household pets allowable for each residence.

### ARTICLE XVI

### MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, magazines or similar materials shall be erected or located on the Properties unless and until the size, location and type of materials for said boxes or receptacles shall have been approved in writing by the Architectural Control Committee. The placement of the receptacle and concrete extension shall be in compliance with the drawing contained in Exhibit "C" attached hereto and by reference made a part hereof.

### ARTICLE XVII

### MOTORIZED VEHICLES

All motorized vehicles operating within the area must be properly muffled and considered "street legal" so as to eliminate noise which might be offensive to others. Two and three wheel motorized vehicles as well as four wheel "go carts" or "beach buggy" type vehicles are prohibited from using streets and street right-of-ways within the subdivision. This does not apply to vehicles used by the U.S. Post Office or by law enforcement agencies.

#### ARTICLE EVIII

### NUISANCES

No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

### ARTICLE XIX

# RADIO & TELEVISION ANTENNAS, CLOTHESLINES

No exterior radio, television or satellite-dish antenna may be installed on any portion of the Properties unless such installation and the size, color and design of the antenna have been approved by the Architectural Control Committee. No clotheslines shall be allowed at any time.

### ARTICLE XX

### SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property line and lines connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted

to remain within such distance of such intersections unless the foilage line is maintained at sufficient height to prevent obstruction of such sight lines. The Board of Directors of the Association or the Architectural Control Committee, in its sole discretion, may grant variances provided in this Article.

### ARTICLE XXI

#### SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one sign of more than five (5) square feet advertising the property for sale or rent. All signs must be approved the Architectural Control Committee.

### ARTICLE XXII

### TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, barn, mobile home, or other out-building of any type shall be located on any Lot at any time.

Boats, trailers, campers, trucks, recreational vehicles, or vehicles other than automobiles shall be parked or stored within the garage or placed behind the residence; however, in no event shall the vehicles be visible from the street which runs in front of the property.

No vehicles may be placed on blocks for the purposes of restoring or repairing said vehicles.

### ARTICLE XXIII

### UTILITY CONNECTIONS

All house connections for all utilities including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority.

If a central television antenna system is available in the area, this central system must be used in lieu of individual antenna systems. No satellite television dish shall be allowed

unless approved by the Architectural Control Committee under Article XIX of this document.

### ARTICLE XXIV

### VENTING OF EATHROOMS AND KITCHENS

No window air conditioning units shall be installed in the front or any side of a building, and all exterior central heating or air-conditioning compressors or other equipment shall be located to the rear of the residence and shall not be visible from the street, in such a manner to be acceptable to the Architectural control Committee. All venting of bathrooms and the kitchen shall be in the rear of the residence and shall not be visible from the street in front of the residence.

### ARTICLE XXV

# WATER SUPPLY AND SEWAGE DISPOSAL

No individual water supply systems of any type shall be permitted on any Lot as City water is available. Individual septic tanks are prohibited on any Lot as City Sewer is available.

### ARTICLE XXVI

### EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material small be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

### ARTICLE XXVII

### ABBOCIATION

Section 1. The Association shall be known as the "Hartsfield {Planation Homeowners Association II, Inc.", and shall be

incorporated under the laws of the State of Florida, as a corporation not for profit. The property owners and the members shall be responsible for operating the Association after its incorporation.

subdivision must automatically be a member of the Association, provided, however, that where any Lot is owned by more than one person, one of the owners shall be designated to exercise all of the rights of membership on behalf of all of the owners of the tract or Lot, and in accordance with previously described voting classifications and rights.

section 3. In the event an owner is a corporation, such corporation shall designate one of its officers to act on behalf of the corporation with respect to membership privileges in the Association.

Administrator until such time as the Developer has conveyed title to Lots so that the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or upon the expiration of five (5) years from the date of the recording of this Declaration, as mentioned in Article IV of this Declaration. Upon such event, an election of officers shall be held by the Association and a Board of Directors established.

maintained in the bank account in the name of the Association and shall be applied solely for the maintenance and operation of the Association and expenses incurred in the normal course of its affairs.

Any and all sums collected from assessments or related payments may be commingled with each other in a single account and shall be held in trust for the owners in accordance with their respective interest therein.

### ARTICLE XXVIII

### ASSOCIATION AREAS OF RESPONSIBILITY

It shall be the responsibility of the Association to supervise and administer all requirements of the restrictive covenants after the election of the Board of Directors.

### ARTICLE XXIX

# LIMITATION OF LIABILITY OF ASSOCIATION

Notwithstanding the duties of the Association, specifically including but not limited to its duty to maintain and repair portions of the subdivision property, the Association shall not be liable to Owners for personal injury or property damage caused by a latent defect or condition of the property to be maintained and repaired by the Association or caused by acts of God or by third persons. As a member of the Association, each individual property Owner specifically agrees and consents to this Article.

### ARTICLE XXX

### ADDITIONAL PROPERTY

This Declaration of Covenants, Restrictions and Conditions of Hartsfield Planation Unit II shall allow for the annexation of additional property unilaterally by the Declarant or with the consent of two-thirds (2/3) vote of the members of this Association.

### ARTICLE XXXI

### CONSERVATION AREA

The conservation area and berm as more particularly shown on Exhibit "D" attached hereto and made a part hereof over Lots 12 - 20, Block D, shall be for the benefit of the Association and as more particularly described in that certain Conservation Easement to the City of Tallahassee, a copy of which is attached as Exhibit "E".

### ARTICLE XXXII

### CITY OF TALLAHASSEE EASEMENT

The Declarant hereby imposes, grants, creates, and conveys a limited easement to the City of Tallahassee for the purpose only of maintaining and repairing that certain property described in

Exhibit "B" attached hereto and by reference made a part hereof and for the benefit and use of storm water discharge from and across the property more particularly described in Exhibit "A" attached hereto and by reference made a part hereof.

### ARTICLE XXXIII

### GENERAL PROVISIONS

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

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

Declaration shall run with and bind the land, for a term of twentyfive (25) years from the date this Declaration is recorded, after
which time they shall be automatically extended for successive
periods of ten (10) years. This Declaration may be amended during
the first twenty-five (25) year period by an instrument signed by
no less than ninety percent (90%) of the Lot Owners, and thereafter
by an instrument signed by no less than seventy-five percent (75%)
of the Lot Owners. No amendment shall affect the priority of the
lien of any first mortgage on any Lot over the lien of the
assessments provided for herein unless the holder of the mortgage
joins in the execution of the amendment. Any amendment must be
recorded.

Section 4. Effect. Each and every conveyance of any Lot in the subdivision is expressly made subject to the provisions herein whether the terms of such conveyance incorporate or refer to these provisions.

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

WITNESSES

JOSIE C. WHITE TRUST

Selson M. Moses

Olivia H. sodar

M. BISAD MARTIN

LINDA HARTSFIELD COLLINS

"Trustee"

JOHN R. JORDAN

"Trustee"

STATE OF FLORIDA COUNTY OF LEON

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared, LINDA HARTSFIELD COLLINS, as Trustee of the Josie C. White Trust, to me personally known or who produced a Florida driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 3300 day of \_\_\_\_\_\_\_\_, 1995.

NOTARY PUBLIC Print Name:



OLIVIA H. JORDAN

MY CONCUSSION & COZZAZIO EXPIRES

JANUARY ZE, 1997

ROIRED DEL TRET NON ROLLVIAL RC.

STATE OF FLORIDA COUNTY OF LEON

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared, JOHN R. JORDAN, as Trustee of the Josie C. White Trust, to me personally known or who produced a Florida driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this day of \_\_\_\_\_\_\_, 1995.

OLIVIA H. JORDAN

G. J. N.Y. GOALLESOON V ECETARIA EXPIRES

LEMEN SE. 1997

SEIDEL DRU MOY LEMENGEMEE, U.C.

NOTARY PUBLIC Print Name:

This instrument prepared by:

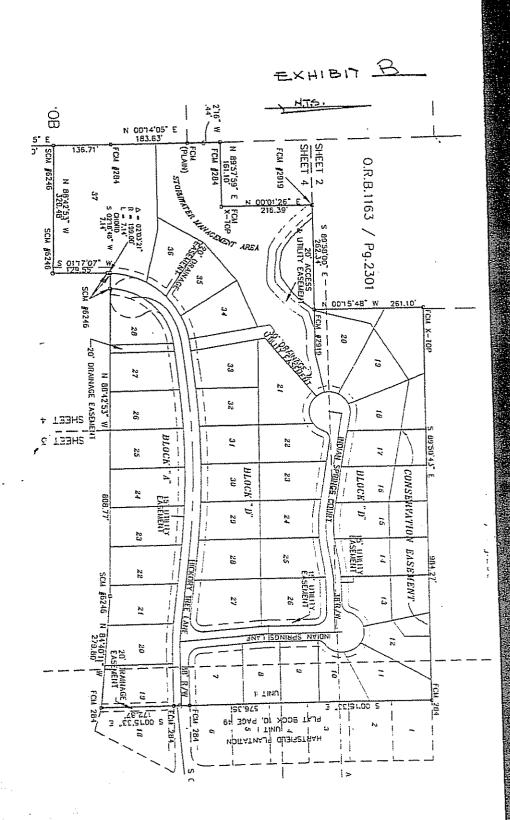
Joseph R. Boyd, Esquire Boyd & Branch, P.A. 1407 Piedmont Drive East Tallahassee, Florida 32312

### OR中822P62353

Commence at a congrate manument marking the Southwest comer of the Northeast and quarter of the Southeast one quarter of Section 16, Township 1 North, Range 1 West, Lean County, Florida, sold manument also being on the Eastern boundary line of Huntington Woods Unit II, Phase I, a subdivision as per map or plat thereof recorded in II, Phase I, a subdivision as per map or plat thereof recorded in II, Phase I, a subdivision as per map or plat thereof recorded in II, Phase I, a subdivision as per map or plat thereof recorded in II, Phase I, a subdivision as per map or plat thereof recorded in III and the III and III an

### RECORDING NOTICE

Document legibility unsatisfactory for clear reproduction in the public records.



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# Poole, Owens & Associates, Inc.

ENGINEERING • LAND PLANNING • SURVEYING 1641-A Metropolitan Circle Tallahassee, FL 32308 (904) 386-5117 Fax: (904) 385-0633

JOBNO. 93-39 6

DATE 6-2-95

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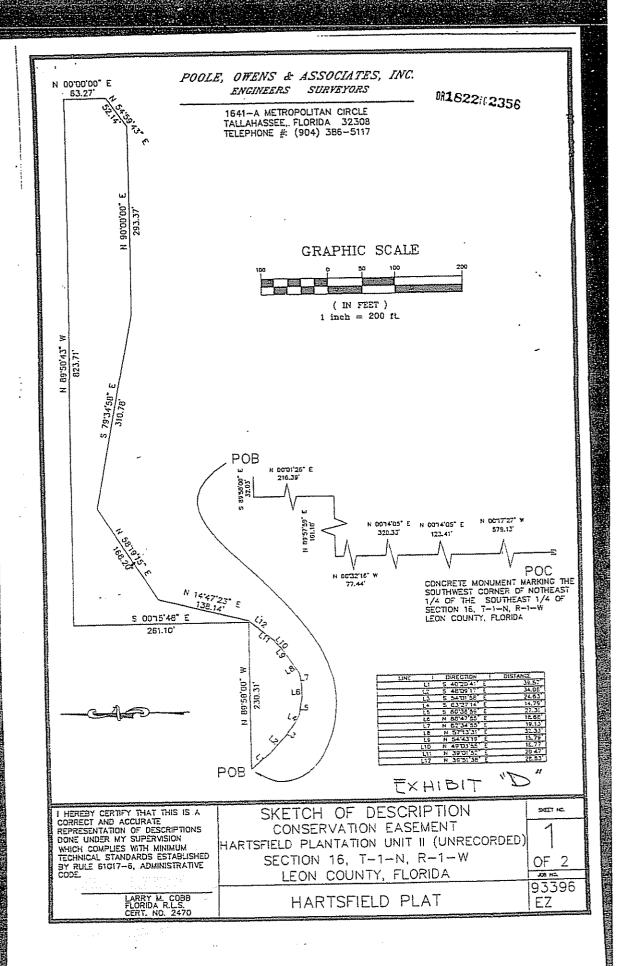
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DETAIL OF SIDEWALK EXTENSION

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### POOLE, OWENS & ASSOCIATES, INC. SURVEYORS ENGINEERS

1641-A METROPOLITAN CIRCLE TALLAHASSEE, FLORIDA 32308 TELEPHONE # (904) 386-5117 ≘ 8 ~ 2 PG ~ w S

CONSERVATION EASEMENT HARTSFIELD PLANTATION UNIT II

A parcel of land located in Section 15, Township 1 North, Range 1 West, Lean County, Florida.

A parcel of land located in Section 16, Township 1 North, Range 1 West, Lean County, Florida.

Commence at a concrete monument marking the Southwest corner of the Northeast one—quarter of the Southeast one—quarter of Section 16, Township 1 North, Range 1 West, Lean County, Florida, sold knanument also being on the East boundary line of Huntington Woods Unit II, Phose I, a subdivision os recorded in Plat Book 8, Page 80 of the Public Records of Lean County, Florida; thence North 00 degrees 17 minutes 27 seconds West along soid Eastern boundary line 579.13 feet to a concrete monument marking the Northeast corner of soid subdivision. North 00 degrees 14 minutes 05 seconds East 123,41 feet to the Southwest corner of the proposed subdivision Hartsfield Plantation Unit II; thence along the boundary of soid subdivision os follows: North 00 degrees 14 minutes 05 seconds East 123,43 feet; thence North 00 degrees 32 minutes 16 seconds West 77.44 feet; thence North 89 degrees 57 minutes 59 seconds East 161.10 feet; thence North 00 degrees 01 minutes 26 seconds East 216.39 feet; thence South 88 degrees 58 minutes 00 seconds East 32.03 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving the boundary of said subdivision run South 40 degrees 20 minutes 41 seconds East 39.57 feet; thence South 48 degrees 09 minutes 17 seconds East 34.08 feet; thence South 44 degrees 09 minutes 17 seconds East 34.08 feet; thence South 44 seconds East 16.79 feet; thence South 63 degrees 27 minutes 14 seconds East 14.79 feet; thence South 65 degrees 38 minutes 58 seconds East 15.79 feet; thence North 82 degrees 34 minutes 55 seconds East 15.79 feet; thence North 82 degrees 34 minutes 55 seconds East 15.79 feet; thence North 84 degrees 03 minutes 55 seconds East 15.79 feet; thence North 84 degrees 03 minutes 55 seconds East 15.79 feet; thence North 84 degrees 03 minutes 55 seconds East 16.20 feet; thence North 58 degrees 51 minutes 58 seconds East 31.07 feet; thence North 59 degrees 00 minutes 00 seconds East 31.07 feet; thenc

I HEREBY CERTIFY THAT THIS IS A CORRECT AND ACCURATE REPRESENTATION OF DESCRIPTIONS DONE UNDER MY SUPERVISION WHICH COMPLIES WITH MINIMUM TECHNICAL STANDARDS ESTABLISHED BY RULE 61017-6, ADMINISTRATIVE

SKETCH OF DESCRIPTION CONSERVATION EASEMENT HARTSFIELD PLANTATION UNIT II (UNRECORDED) SECTION 16, T-1-N, R-1-W LEON COUNTY, FLORIDA

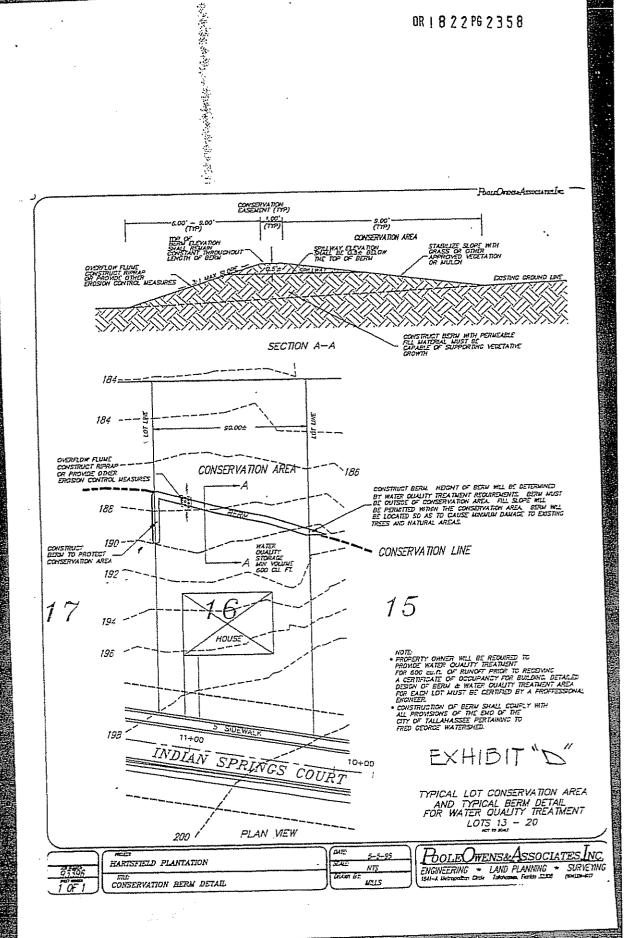
93396

OF 2

LARRY M. COBB FLORIDA R.L.S. CERT. NO. 2470

HARTSFIELD PLAT

DUTT NO.



### CONSERVATION EASEMENT FOR A NATURAL AREA (UNDISTURBED)

This conservation easement is given this 21 day of <u>lune, 1995</u>, by <u>Linda H. Collins</u>, <u>Trustee</u> of the following address <u>1617 San Damien Road</u>, ("Grantor") to the CITY OF TALLAHASSEE, 300 South Adams Street, Tallahassee, Florida 32301, ("Grantee").

#### WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in the City of Tallahassee, Leon County, Florida, hereinafter referred to as the "Property" more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference and has the full right and authority to grant this easement; and

WHEREAS, the Environmental Management Ordinance, 90-O-0044AA, requires a conservation easement for certain on-site areas of a development to ensure that such areas will be protected and preserved; and

WHEREAS, the Grantor is agreeable to and desirous of granting and securing the enforcement of a perpetual conservation easement as defined in Section 704.06, Florida Statutes (1991), over the Property.

NOW THEREFORE, the Grantor for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, creates and establishes a perpetual conservation easement upon the Property described in Exhibit "A," which shall run with the land and be binding on the Grantor, its heirs, successors and assigns. Grantor acknowledges that this conservation easement is conveyed in connection with approval of a land development project known as Hartsfield Plantation. Phase II (See Section 255.22, Florida Statutes).

The scope, nature and character of this conservation easement shall be as follows:

1. It is the purpose and intent of this conservation easement to provide a natural area consisting of the lands described in Exhibit "A" where the process of natural vegetation succession are allowed to proceed without a management plan to produce a natural community consisting of trees, understory vegetation, shrubs and other herbaceous vegetation with the land left undisturbed except for the removal of exotic plants and noxious vegetation such as poison ivy, briars, thorny vines, other thorny plants and the construction and maintenance of the water quality facility as shown in Exhibit "B" attached herete;

- Except for such specific activities as authorized by the City of Tallahassee, the following activities are prohibited on the property subject to this conservation easement:
- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on, under, or above the ground;
- b. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials;
- c. Removal or destruction of trees, shrubs, or other vegetation; with the exception of nuisance and exotic plants and as may be required to maintain the natural area in accordance with its management plan;
- d. Excavating, dredging, or removing loam, peat, gravel, soil, rock or other material substance in such manner as to affect or disturb the surface of the ground;
- e. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; and
- g. Acts or uses detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance;
- 3. Grantor reserves to itself, its heirs, successors or assigns all rights as owner of the Property including the right to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this conservation easement;
- 4. No right of access by the general public to any portion of the Property is conveyed by this conservation easement;
- 5. Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Property and does hereby indemnify and hold Grantee harmless therefrom;
- Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property;
- 7. Grantor intends that any cost incurred by Grantee in enforcing, judicially or otherwise, the terms and restrictions of this conservation easement against Grantor, its heirs, successors, personal representatives or assigns, including without limitation, costs of suit, attorneys' fees and any costs of restoration necessitated by the violation of the terms of this conservation easement by Grantor, its heirs, successors, personal representatives or assigns, be borne by and recoverable against Grantor, its heirs, successors, personal representatives or assigns:

- 8. Grantor intends that enforcement of the terms and provisions of the conservation easement shall be at the discretion of Grantee and that any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, its heirs, successors, personal representatives or assigns shall not be deemed or constructed to be a waiver of Grantee's rights hereunder in the event of a subsequent breach;
- 9. Grantee agrees that it will hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws committed to holding this conservation easement exclusively for conservation purposes;
- 10. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby;
- All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest;
- 12. Grantor agrees that the terms, conditions, restrictions and purposes of this conservation easement shall be recorded in the Official Records of Leon County, Florida, and shall be included in any subsequent deed or other legal instrument by which the Grantor divests itself of any interest in the Property;
- 13. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto;

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed by this conservation easement shall be binding not only upon Grantor but also on its agents, personal representatives, heirs, assigns and all other successors to it in interest and shall continue as a servitude running in perpetuity with the Property.

Join R. Jordan Trustee Josie C. White Trust

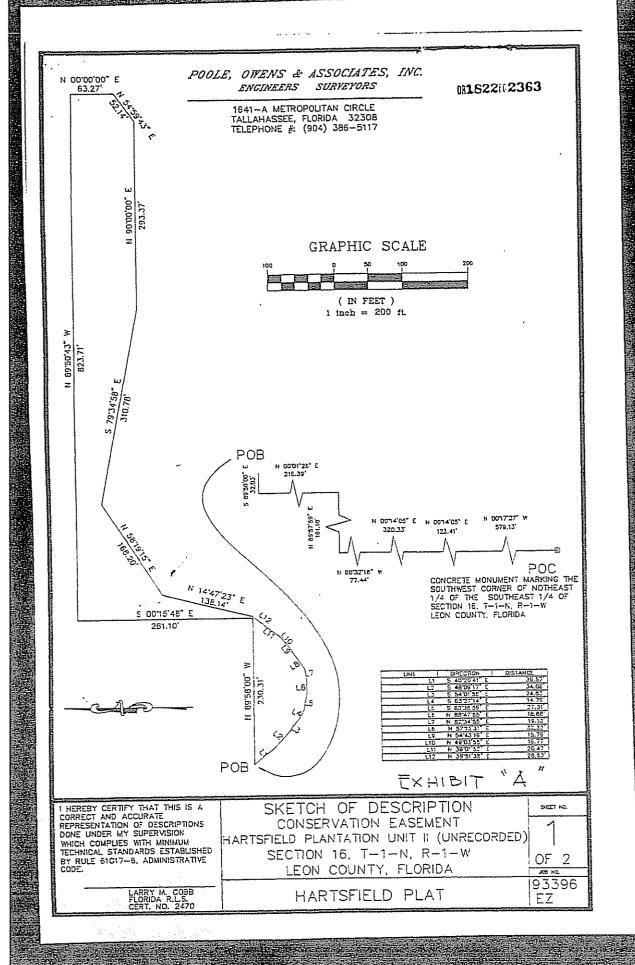
Trustee
Josie C. White Trust

The foregoing instrument was acknowledged before me this 22 day of June Lima H. Collins, Trustee and John R. Jordan, Trustee who are personally known to me.



KARLA M., AKERS MY COHARSSKH / CCHRET II EXPIRES Much 27, 1999 BONGED THELI TROY FANN RELIGIANCE, DIC.

Notary, State of Florida



### POOLE, OWENS & ASSOCIATES, INC. 822PG 2364 SURVEYORS **ENGINEERS**

1641-A METROPOLITAN CIRCLE TALLAHASSEE, FLORIDA 32308 TELEPHONE #: (904) 386-5117

CONSERVATION EASEMENT HARTSFIELD PLANTATION UNIT II

A percel of land located in Section 16, Township 1 North, Ronge 1 West, Leon County, Florida.

A parcel of land located in Section 16, Township 1 North, Ronge 1 West, Leon County, Florido.

Commence at a concrete monument marking the Southwest corner of the Northeast one—quarter of the Southeast one—quarter of Section 16, Township 1 North, Ronge 1 West, Leon County, Florida, said manument also being on the East boundary line of Huntington Woods Unit II, Phose 1, a subdivision or recorded in Plat Book 8, Page 80 of the Public Records of Leon County, Florida; thence North 00 degrees 17 minutes 27 seconds West along sold Eastern boundary line 579.13 feet to a concrete monument marking the Northeast corner of sold subdivision North 00 degrees 14 minutes 05 seconds East 123.41 feet to the Southwest corner of the proposed subdivision Hortsfield Plantation Unit II; thence along the boundary of soid subdivision os follows: North 00 degrees 14 minutes 05 seconds East 32.0.35 feet; thence North 00 degrees 32 minutes 16 seconds West 77.44 feet; thence North 89 degrees 57 minutes 59 seconds East 161.10 feet; thence North 00 degrees 01 minutes 25 seconds East 212.39 feet; thence South 89 degrees 58 minutes 00 seconds East 32.03 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving the boundary of said subdivision run South 40 degrees 20 minutes 41 seconds East 39.57 feet; thence South 48 degrees 09 minutes 17 seconds East 34.08 feet; thence South 54 degrees 09 minutes 18 seconds East 32.03 feet; thence South 63 degrees 27 minutes 14 seconds East 11.79 feet; thence South 80 degrees 38 minutes 59 seconds East 18.13 feet; thence North 81 degrees 43 minutes 55 seconds East 18.13 feet; thence North 82 degrees 43 minutes 55 seconds East 19.13 feet; thence North 57 degrees 43 minutes 51 seconds East 18.14 feet; thence North 58 degrees 19 minutes 52 seconds East 18.20 feet; thence North 59 degrees 51 minutes 58 seconds East 31.07 feet; thence North 59 degrees 51 minutes 59 seconds East 31.07 feet; thence North 50 degrees 50 minutes 50 seconds East 310.78 feet; thence North 59 degrees 50 minutes 60 seconds

| I HEREBY CERTIFY THAT THIS IS A                                       | SKETCH OF DESCRIPTION                      | SMITT HC |
|---|--|----------|
| CORRECT AND ACCURATE REPRESENTATION OF DESCRIPTIONS                   | CONSERVATION EASEMENT                      |          |
|   | HARTSFIELD PLANTATION UNIT II (UNRECORDED) | _        |
| TECHNICAL STANDARDS ESTABLISHED BY RULE 61017-6, ADMINISTRATIVE CODE. | SECTION 16, T-1-N, R-1-W                   | OF 2     |
| CODE.   | LEON COUNTY, FLORIDA                       | JDE 162. |
| LARRY M. COSE   |  | 93396    |
| FLORIDA RLS.  | HARTSFIELD PLAT                            | EZ       |

